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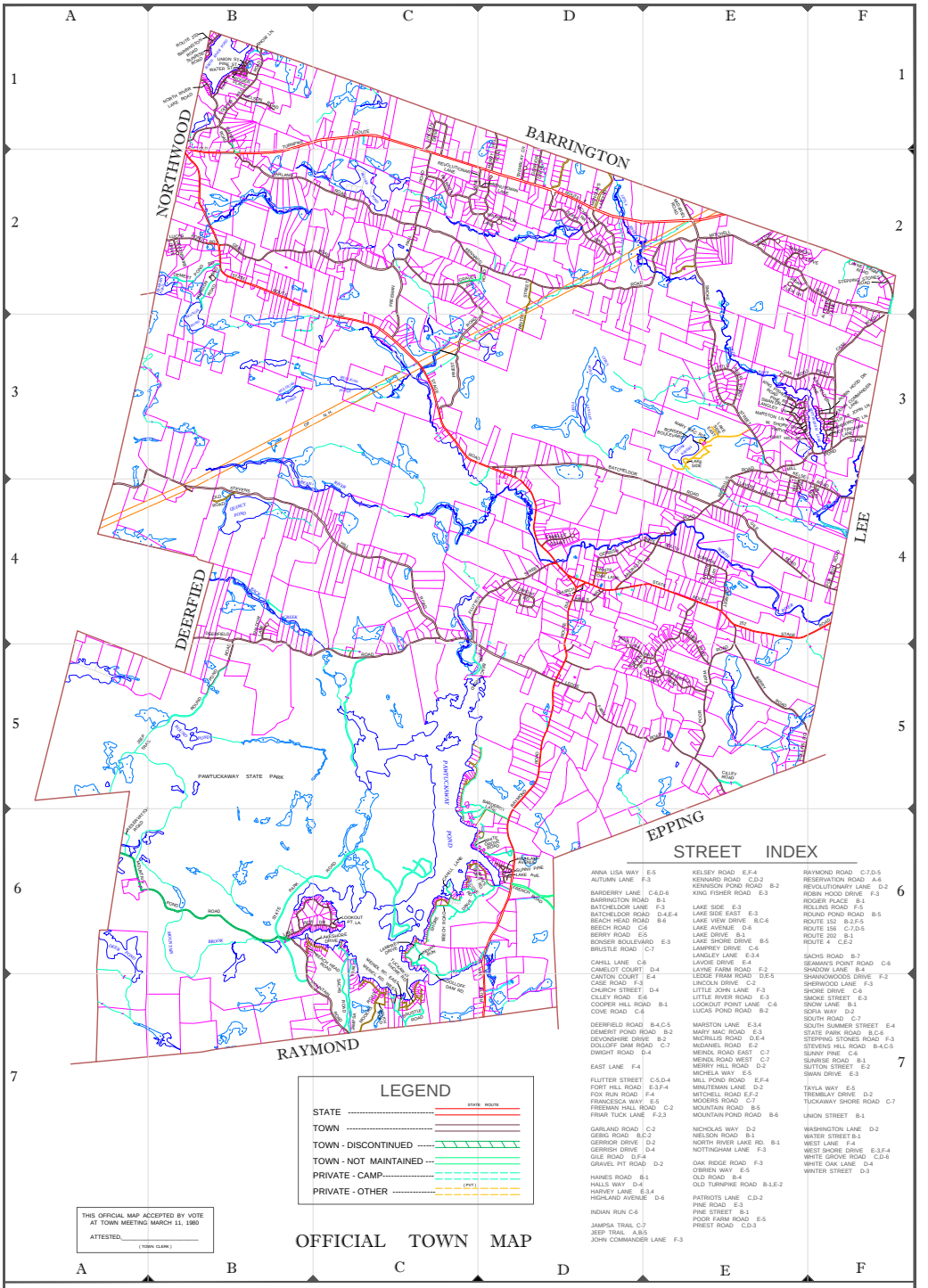
I MUST HAVE GIVEN THE FOLDER TO SUSAN OR DAVE OR NIX

JVA ARCHIVE SHOULD HAVE BACKUP OF EVERYTHING

THAT'S NOT IN THIS ARCHIVE FILE



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LEGEND

STATE ROUTE

STATE
TOWN
TOWN - DISCONTINUED
TOWN - NOT MAINTAINED
PRIVATE - CAMP
PRIVATE - OTHER (PVT.)

THIS OFFICIAL MAP ACCEPTED BY VOTE AT TOWN MEETING MARCH 11, 1980

ATTESTED_____
(TOWN CLERK)

OFFICIAL TOWN MAP

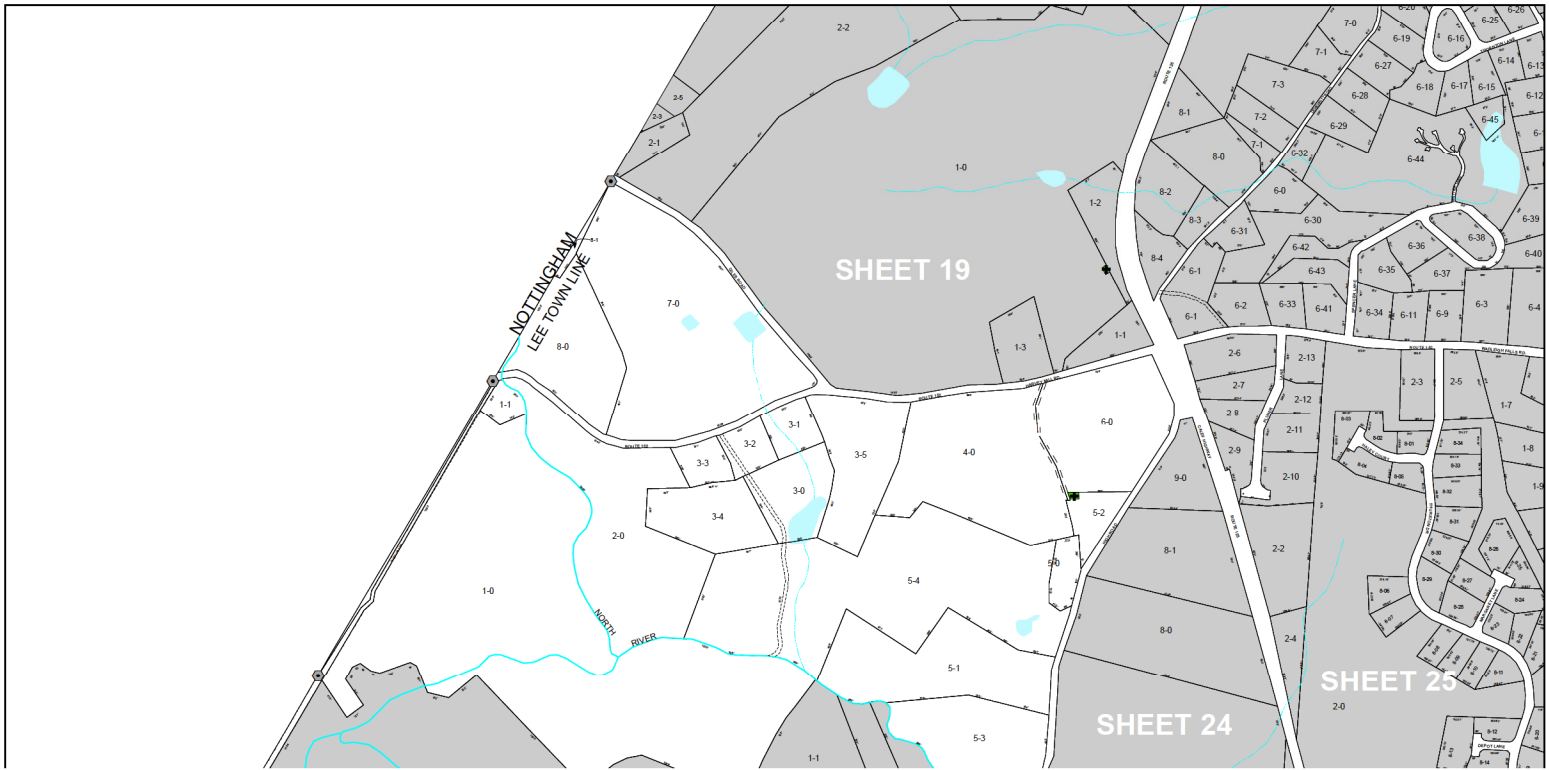
Overall

REVISED TO APRIL 1, 2013
FOR ASSESSMENT PURPOSES ONLY
NOT FOR PROPERTY CONVEYANCES

SCALE IN FEET
0 2000 4000 6000

John E. O'Donnell & Associates
632 Bald Hill Road
New Gloucester, Maine 04260
(207) 926-4044
john@jeodonnell.com
www.jeodonnell.com

PROPERTY MAP
NOTTINGHAM
NEW HAMPSHIRE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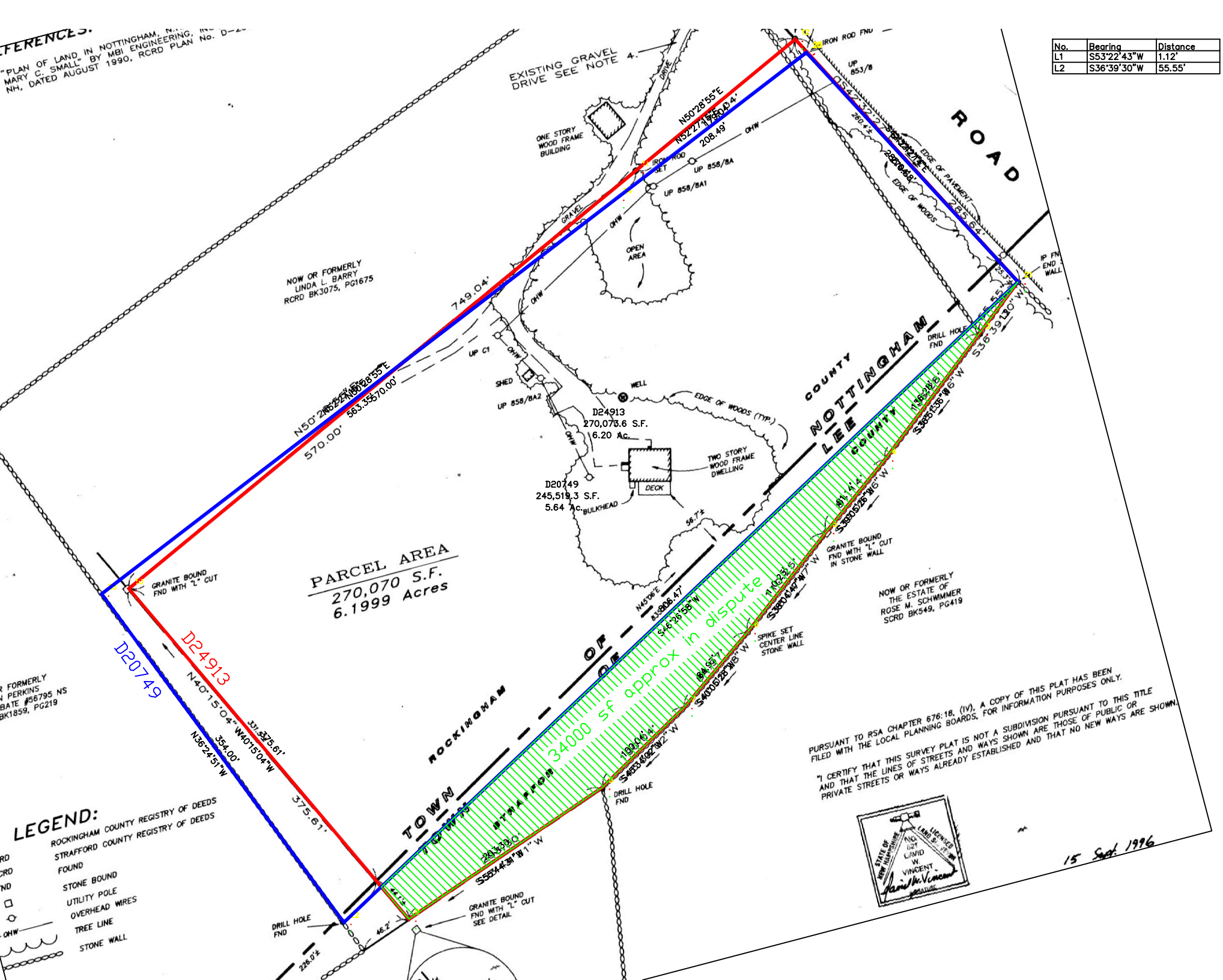
NOTTINGHAM
LEE TOWN LINE
NORTH RIVER



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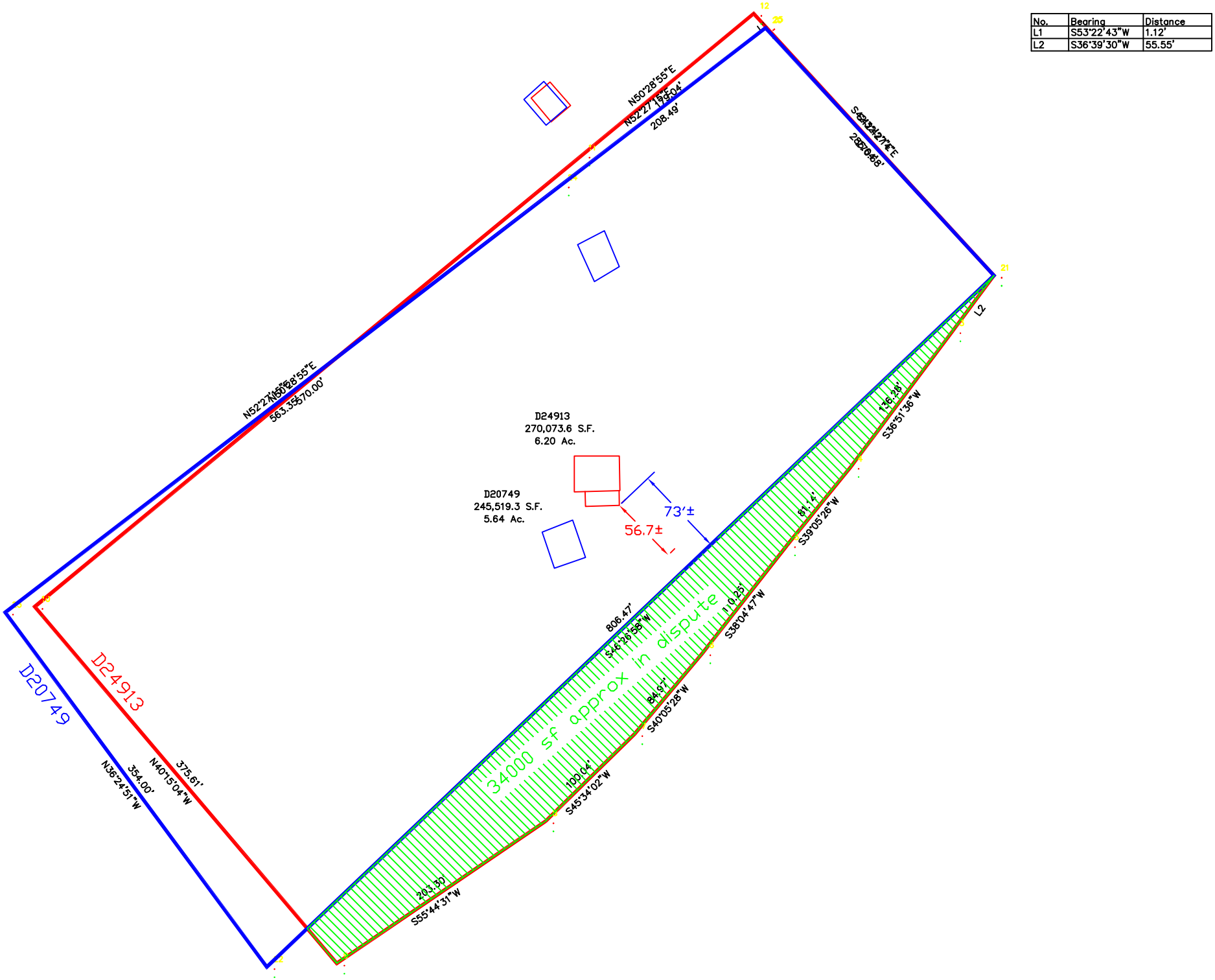
L2	S36°39'30"W	55.55'


No. | Bearing | Distance
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L2 | S36°39'30"W | 55.55'
12
25
21
N50°28'55"E
208.49'
N52°27'19"E
563.35'
570.00'
D24913
270,073.6 S.F.
6.20 Ac.
D20749
245,519.3 S.F.
5.64 Ac.
73'±
56.7±
136.28'
S36°51'36"W
81.4'
S39°05'28"W
806.47'
S44°25'58"W
110.25'
S38°04'47"W
84.97'
S40°05'28"W
100.04'
S45°34'02"W
203.50'
S55°44'31"W
375.61'
N40°15'04"W
354.00'
N36°24'51"W
34000 sf approx in dispute
D24913
D20749

September 24, 2013
Mark and Susan Faretra
181 Gile Rd.
Nottingham, NH 03290

Mark and Susan,

As suggested per your letter of 6/30/13, we have engaged the services of a qualified surveyor.

Attached find a copy of the report concerning our shared property boundary.

Please review this at your earliest convenience, and let us know how you would like to proceed.

Thanks for your patience.

Jere Beckman

Report of Boundary for Jere R. Beckman

Introduction

This examination was undertaken to determine and verify the boundaries of the land described in the deed of Erik H. & Pieter J. Beckman to Pietes J. & Diethild Beckman, (R.C.R. Book 2709, Page 623), specifically the northerly (northwesterly) boundary of Parcel 1, a 12-acre tract of land. Since the boundary in question abuts a parcel described in the deed of Eileen T. Murphy, Trustee & heir to Mark L. & Susan J. Faretra, (R.C.R. Book 2860, Page 1297), that chain of title was also traced and examined.

Each of the deeds in these two chains of title are described as being bounded by the Lee-Nottingham town line, Beckman bounded on the north (northwesterly) and Faretra bounded on the south (southeasterly), indicating that the dividing line between the two tracts of land is the same as the boundary between the towns of Lee and Nottingham, which also turns out to be the boundary between the counties of Strafford and Rockingham (county line). The one exception to this is that the current deed to the Faretras, from themselves but referencing back to the aforementioned source of title, states that a stone wall southerly of the town line is the boundary for most of its length, and describes the tract as being in both towns. This description is based on a1996 plan by David W. Vincent, LLS. None of the previous deeds contain such description. If this later deed is correct, there is an overlap between the two parcels amounting to a small sliver of land between the town line and the stone wall southerly thereof.

Beckman Chain of Title

The Beckman chain of title was found to be as follows (refer to Appendix I for copies of documents:

NOTE: This parcel was always described as being only in Lee

DIETHILD BECKMAN

↑ 2914/612
12-12-2003

PIETER J. & DIETHILD BECKMAN

↑ 2709/623
3-21-2003

ERIK H. & PIETER J. BECKMAN

↑ 1890/782
10-02-1996

NELSON G. BOLSTRIDGE

↑ 1740/019
3-07-1994

WARREN FIVE CENTS SAVINGS BANK

↑ 1493/282
02-09-1990

DIETHILD M. BECKMAN

↑ 1296/436
3-11-1987

JANE R. & DIETHILD M. BECKMAN 798/408 7-21-1965

↑

JOHANNES A. & MARION L. JOHNSON

↑ 647/087
6-23-1955

WILLIAM H. & MIRIAM B. WELLS

↑ 488/407
5-20-1939

JOSEPH W. HARVEY

JOSEPH P. & MARY E. HARVEY

↑ 282/490
7-02-1886

CHARLES ALLEN

↑ 150/250
8-24-1829

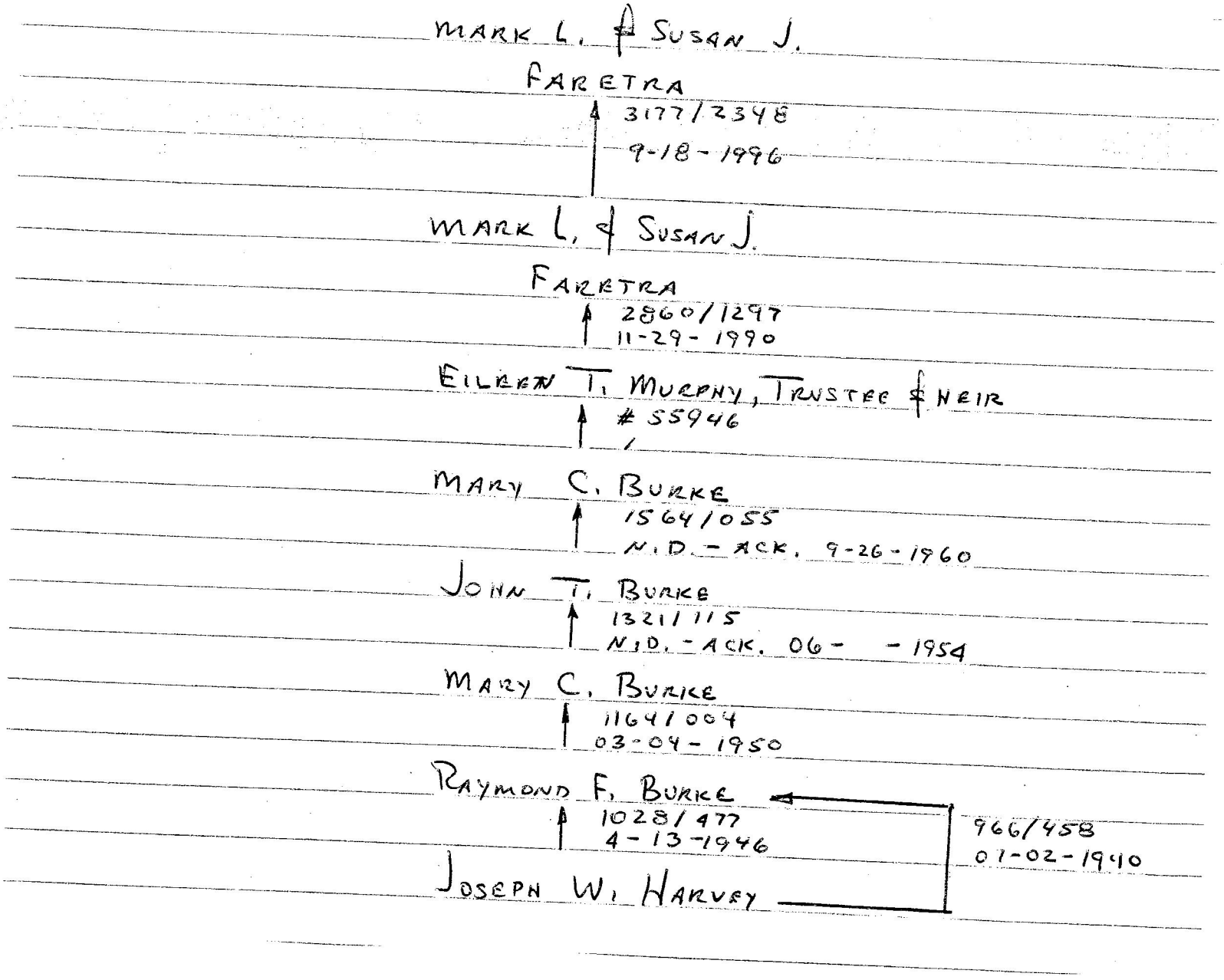
SAMUEL ALLEN

↑ 022/186
3-18-1796

SAMUEL EMERSON

Faretra Chain of Title

The Faretra chain of title was found to be as follows (refer to Appendix II for copies of documents:



NOTES: One can only convey what one has to convey. Apparently based on the Vincent survey, the description in the deed to the Faretras was expanded southerly beyond the town line to a stone wall. However, the description references back to the previous deed with calls for the town line as the boundary and does not continue south of it, nor does the previous deed state that the parcel is located in more than one town.

Nowhere in these descriptions is there a call for this stone wall as the boundary. Interesting, after the survey for Mary C. Small in 1990, the next description is changed, following the survey, and there is a call for a wall in one place, but not as the southerly boundary. It would seem that at that time, if more than one wall was intended, they would have been mentioned.

Review of 2 surveys

Refer to Appendix III for copies

The two surveys of record are (1) prepared for Mary C. Small by MBI Engineering, Inc., dated August 1990, and stamped by Wesley Aspinwall, LLS. and recorded at R.C.R. as D-20749; and (2) plan prepared for Mark L. and Susan J. Faretra by David W. Vincent, LLS, dated September, 1996, and recorded as R.C.R. D-24913 and S.C.R. 48-65.

No survey was found of record for the Beckman parcel.

The description from Murphy, Trustee to the Faretras references the plan for Mary C. Small, and the description is changed from an abutting description to a metes and bounds description based on the plan.

The next description, from the Faretras to themselves, changes the description again, from the description based on the MBI survey to a description based on the Vincent survey, even though this deed references the previous deed. In cases of conflict and ambiguity rules of construction are relied upon, and ordinarily a first survey controls a subsequent survey. In addition, references in a description are considered to be a part of the description, with as much effect as if copied totally within the description making reference.

In this case, both surveys are purported to be retracement surveys. However, other rules may apply here, that one cannot convey land without title to it, and monuments control courses and distances in case of conflict. In this case, the town line should be considered a monument, and since the stone wall called for as a boundary in the most recent deed and shown on the Vincent plan is not called for, it is not part of the deed, and therefore cannot control the elements in the deed. See last paragraph concerning N.H. Supreme Court comments regarding these deed calls.

Lee-Nottingham town line perambulations

A review of the town line descriptions for the Lee-Nottingham boundary from 1850 to 1976, provides a description of this segment of the town (county) boundary. The segment here, which, according to the descriptions in the chains of title, is described in the 1976 perambulation return as " beginning at a stone bound.....on the Epping line, ...thence north 43° 24' east 281 rods to an elm tree at the corner of the Daniel Tuttle field marked N.L. thence same course 133 rods to a stone set low in the road at the mouth of the Gerrish Road so-called near the corner of Samuel L. Allen's field marked N.L.....with a stone monument 8 feet further on. Approximately same course marked B.N.L. 1906-1913. Thence same course 36 rods to a ledge marked N.L. ..... on the west side of Gile Road. Thence same course 33 rods to a stone monument marked N.L..... on the easterly side of the Kelsey road. Thence same course....." This line is a straight line throughout and the aforementioned series of perambulations are consistent in their descriptions.

I was unable to find that there had been any alterations to the location of this line.

NOTE: There are no calls for stone walls along this line.

Blister Rust Control map

During the middle part of the last century, the State of New Hampshire and the U.S. Government collaborated on a program to control the spread of White Pine Blister Rust, a disease which affects white pine trees, often leading to the death of the tree in severe cases. As part of this program, much of the State was mapped, often by surveyors, in an attempt to locate plants of the Ribes family (currants and gooseberries) which are the alternate host for the disease, for eradication. These maps, which located and depicted many features on the landscape, can sometimes be helpful in locating evidence of property boundaries, such as fences.

The map for this area, dated February, 1950 shows the Lee-Nottingham town line, and a stone wall and wire fence, southerly of the town line.

WHITE PINE BLISTER RUST CONTROL
LEE N.H. FEBRUARY 1940
BLOCK 7
SCALE 6" = 1 MILE
371 ACRES
P.A. 215
CA. 371

Conclusions

While I am not a lawyer, it is incumbent on surveyors to have an understanding of the law as it affects their profession and their activities, and a responsibility to act and perform their duties accordingly.

The New Hampshire Supreme Court has discussed and made rulings on town lines several times. Two of the most significant decisions are discussed here.

In the case of *Greenville v. Mason*, 57 N.H. 385 (1876), the court went into a lengthy discussion of town line perambulation, citing several previous cases. It said, "It seems, upon the authorities, that selectmen in making perambulations act as the agents and officers of their respective towns, rather than in a quasi judicial capacity. *Pitman v. Albany*, 34 N.H. 577; *Lawrence v. Haynes*, 5 N.H. 35, 36; *Adams v. Stanyan*, 24 N.H. 405. And the evidence resulting from the perambulations of the lines between towns is of the same nature as that which results from the acts of owners of adjoining lands, when they perambulate the lines between their lands, and by agreement renew the marks and monuments. *Ib.*

"As such, in the absence of fraud, it must be not merely *prima facie* but strong evidence of the line."

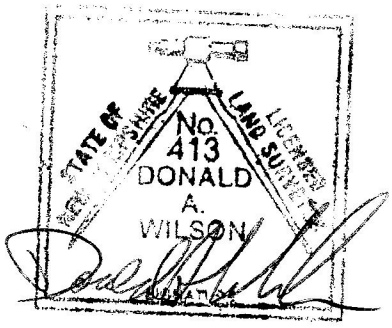
The court continued, citing *Lawrence v. Haynes*, 5 N.H. 33, "The lines of our towns have been so frequently perambulated, and the bounds and marks so frequently renewed, that the selectmen have always had the means of ascertaining the true line. When a particular line has often been perambulated, and the bounds renewed and recognized by the selectmen of both towns, it is strong evidence of its being the true line. Phillipp's Ev. 183; 1 M. & S. 685; 14 East. 330, note; *Nicholls v. Parker*, Starkey's Ev., part 1, p. 62, note z.

"The evidence resulting from the perambulation of the lines between towns is of the same nature as the evidence which results from the acts of the owners of adjoining land when they perambulate the lines between their lands, and by agreement renew the marks and monuments.

"Again: the same judge says, further on,—'It can hardly admit of a question that these perambulations are evidence in a controversy between towns as to the lines between them. But are they evidence in a suit between individuals? We think that they are."

The case of *Chao v. Richey Co., Inc.*, 122 N.H. 1115, 455 A.2d 1008 (1982) concerned the location of a town line. In this case, the court stated "A town line, such as the boundary between Strafford and Farmington, is considered a monument. Land Company v. Saunders, 103 U.S. 316, 321-22, 26 L.Ed. 546 (1880).

Based on the history of the descriptions in the deeds in both chains of title, with the one exception of the current deed from Faretras to Faretras heretofore discussed, the town line should be the dividing line between the two parties. In addition, supporting evidence indicates that the Beckman parcel is entirely in Lee and the Faretra parcel entirely in Nottingham, again with the one exception of the current deed of Faretras to themselves. A long consistent history of perambulation records by the towns describe a straight line, without mentioning any stone walls. Nor do the deeds in either chain of title call for the wall southerly of the town line, again with the one exception of the current Faretras deed.



Donald A. Wilson, LLS # 413
Land Boundary Consultant

DAVID W. VINCENT

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FAX (603) 664-3274

March 2, 2014

Mark & Susan Faretra
181 Gile Road
Nottingham, NH 03290

Re: Common Boundary Between Beckman and Faretra Properties

Dear Mark & Susan,

In response to your request to address the issues brought by Mr. Beckman in his letter dated September 24, 2013, in which enclosed was a surveyor's report prepared by Don Wilson, a New Hampshire licensed land surveyor, my professional opinions to Mr. Wilson's positions are as follows.

Beckman Parcel

In Mr. Wilson's introduction he states, "Each of the deeds in these two chain of title are described as being bounded by the Lee-Nottingham town line." That is not the case in the Beckman chain of title.

In Mr. Beckman's chain of title, Charles Allen conveys the subject tract to Joseph P. and Mary E. Harvey, (daughter of Charles Allen), on July 2, 1886, recorded at the Strafford County Registry of Deeds, on July 8, 1886, as Book 282, Page 490. The property is described as his Homestead Farm situate in Lee. The parcel is described as "containing about twelve acres, lying on the Easterly and Northerly side of the road, leading – the mills to land occupied Ezra Kensington, bounded Easterly by said Kensington land, northerly by the Fox land, so called, and westerly by the said road." This the same parcel Charles Allen purchased from Samuel Allen, on August 24, 1829, recorded at the Strafford County Registry of Deeds, on January 15, 1831, as Book 150, Page 250.

Joseph W. Harvey obtains title to this property as an heir to Joseph P. Harvey and Allen Harvey. On May 20, 1939, he conveys the subject parcel to William H. and Miriam B. Wells, recorded at the Strafford County Registry of Deeds, on May 20, 1939, as Book 488, Page 407. Joseph W. Harvey changes the the description of the northerly boundary, "to said Town and County line and land formerly of said Fox; thence Southwesterly by said Town and County line to point of beginning. . ., being the first tract conveyed to Joseph P. Harvey by deed of Charles Allen," see Strafford County Registry of Deeds, Book 282, Page 490, referenced above.

The earlier descriptions of this parcel does not call for the town and county line as the northerly boundary, the actual northerly boundary is the land of Fox. My understanding of the law is, "Where land is described by reference to an abutting land and the abutting lines can be accurately determined, the line of the adjacent tract becomes a monument." See *Kennett Corporation v. Pondwood Co.*, 108 N.H. 30, 226 A.2d 783 (1967). Should you interpret the the northerly boundary as following the actual town and county line, the triangular description shape of the parcel would extend to Gile Road. The 1886 description of the property from Charles Allen to Joseph P. and Mary E. Harvey does not call for a road as an easterly boundary, which was laid out in Lee in 1850. Furthermore, there is no call along a southerly boundary by land of Kensington of which my survey depicts as being over five hundred feet. The description of the parcel has remained the same in subsequent conveyances to date.

Faretra Parcel

Joseph W. Harvey obtains title to this property as an heir to his aunt, Louise K. Allen, see Rockingham County Probate file #22367 N.S., who in turn inherited the property from her father Charles Allen, see Strafford County Probate #6976 . On July 2, 1940, he conveys a portion of the subject parcel to Raymond F. Burke recorded at the Rockingham County Registry of Deeds, on July 2, 1940, as Book 966, Page 458. The description states, "A certain tract of land situated in said Nottingham and bounded as follows, Beginning at a *stone post* on the land of W. H. Lee on the Nottingham, Lee town line, thence northwesterly about 118 yards to *another stone post*; thence southeasterly about 190 yards to *a stone post;* thence southeasterly about 118 yards to *a stone post* on the land of William Wells (Now Beckman); thence northwesterly by said town line to the bounds begun at..." This conveyance was transpired just over a year after Joseph W. Harvey conveys the Beckman parcel in Lee with the changed description.

During my retracement survey of the Faretra parcel in 1996, I was able to recover three of the four stone posts called for. The stone post we recovered noted as the the point of beginning, was located in a stone wall at land formerly of W. H. Lee, now or formerly of the Estate of Rose M. Schwimmer, see attached plan entitled, "Plan of Land Prepared for Mark L. & Susan J. Faretra, 181 Gile Road, County of Rockingham, Nottingham, NH and County of Strafford, Lee, NH, " dated September 11, 1996, recorded at the Strafford County Registry of Deeds as Plan #48-65 and at the Rockingham County Registry of Deeds as Plan #D-24913.

Six years later, on April 13, 1946, Joseph W. Harvey conveys a one acre parcel, another portion of the subject parcel, to Raymond F. Burke, recorded at the Rockingham County Registry of Deeds, on July 3, 1946, as Book 1028, Page 477. The description states, "A certain tract of land in said town of Nottingham..., bounded northeasterly by the Gile Road so-called; southeasterly by the Nottingham-Lee town line; Southwesterly by land of aforesaid Burke..." The description further states, "Bounding Northeasterly (Gile Road) and southeasterly (town line), *by the old stone wall.*" Clearly the intent is to convey this parcel adjacent to the parcel Raymond F. Burke purchased from Joseph W. Harvey in 1940, see description above.

Raymond F. Burke then combines the two parcels in the conveyance of the subject parcel to Mary C. Burke on March 4, 1950, recorded at the Rockingham County Registry of Deeds as Book 1164, Page 4. The description states, "Beginning at *a stone post* on the Nottingham-Lee town line and running generally northeast 118 yards to *a stone post;* thence generally northeast 190 yards to a stone post and in the same direction to Gile Road so-called; thence by the said Gile Road to the Nottingham-Lee Town line; thence southwesterly by said Nottingham-Lee town line to the point begun at."

Town and County Line

The issue here is not where the actual town line is located, but what Joseph W. Harvey's perception of the location of the town line was at the time he conveyed these parcels. Again my understanding of the law is, "In order to construe or give consistent effect to the language of the deed, the finder of the facts must place himself as nearly as possible in the position of the parties at the time of the conveyance and gather their intention *in light of the surrounding circumstances*." See *Frew v. Dasch*, 115 N.H. 274, 339 A.2d 18 (1975). Most laypersons have no concept as to the actual location of county and town lines as described in town perambulations. It is inconceivable to me, that Joseph W. Harvey knew the exact location of the county and town line in 1939, with no calls for natural or artificial monuments, and yet a year later place stone posts as the county and town line, with one within the stone wall. I believe while considering these surrounding circumstances, the location of the stone wall and stone posts most clearly reflect the intention of Joseph W. Harvey as the common boundary line between the Beckman and Faretra properties. Regardless of the fact that Joseph W. Harvey conveyed the Beckman parcel and changed the northerly boundary description as the county and town line.

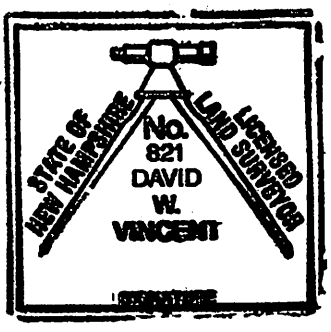
As to accuracy and validly of the plan entitled, "Plan of Land in Nottingham NH, prepared for Mary C. Small", dated August 1990, prepared by MBI Engineering, recorded at the Rockingham County Registry of Deeds as Plan #D-20749, I have many concerns. Even though the plan is called for in the conveyance to the Faretras in Rockingham County Registry of Deeds Book 2860, Page 1297, I believe it was the intent of the grantors to convey the same premises they inherited from the Mary C. Burke Estate of which she obtained from John T. Burke as described in Rockingham County Registry of Deeds Book 1564, Page 55. "Purpose of resurvey is merely to ascertain lines of original survey, and original boundaries and monuments, and parties cannot be bound by any survey not based on that originally made and monuments erected thereunder." See *Day v. Stenger*, 274 P. 112, 47 Idaho 253 (1929). An incorrect retracement survey is binding on no one, therefore this survey is moot because the plan does not reflect the intention of the grantor.

Please do not hesitate to contact me should you any further questions or concerns.

Sincerely,

David W. Vincent
New Hampshire Licensed Land Surveyor No. 821

Enclosed



Faretra/Beckman Boundary

sjfaretra@comcast.net
Sent: Wednesday, February 04, 2015 10:51 AM
To: Tocky B - Stockton Services
Cc: Tocky Bialobzeski [tockybialo@gmail.com]
Attachments: D-20749.pdf (65 KB) ; Dave Vincent Report.pdf (289 KB) ; 2013-09-24 from Mr Beckman~1.pdf (6 MB)

Hi!

Here is the Don Wilson's report and Dave's response along with the MBI plan.

Thanks for you interest in this messy issue!

Susan and Mark

Susan J. Faretra
Faretra Septic Design, LLC
181 Gile Road
Nottingham, NH 03290

Office: 603-659-6556
Cell: 603-793-6530
sjfaretra@comcast.net

Printed from Internet for on 2/9/2015

Know all Men by these Presents

THAT I, Joseph W. Harvey of Nottingham in the County of Rockingham and State of New Hampshire

Harvey to Burke

for and in consideration of the sum of one dollar to me in hand, before the delivery hereof well and truly paid by Raymond F. Burke of Boston in the County of Suffolk and Commonwealth of Massachusetts

del. to grantee

the receipt whereof I do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Raymond F. Burke and his heirs and assigns forever.

A certain tract of land situated in said Nottingham and bounded as follows

Beginning at a stone post on the land of W. H. Lee on the Nottingham, Lee town line thence northwesterly about 118 yards to another stone post; thence southwesterly about 190 yards to a stone post; thence southeasterly about 118 yards to a stone post on the land of William Wells; thence northwesterly by the said town line to the bounds begun at containing four acres more or less and being a part of the Louise Allen Field-socalled. Also the right to pass with cars and teams from the Gile Road-socalled on the path now existing

There are two (2) southerly abutters called for in this deed, Wells is in chain of title for Beckman (per Don Wilson), W.H. Lee is not. Connecting him to Williams should confirm that Beckman does NOT abut all of your southerly boundarly.

To have and to hold the said granted premises, with all the privileges and appurtenance to the same belonging, to him the said grantee and his heirs and assigns, to his and their only proper use and benefit forever. And I the said grantor and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said grantor and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right and fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said grantee and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Edna M. Harvey wife of the said Joseph W. Harvey in consideration aforesaid, do hereby release my right of dower in the above mentioned premises.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution and such other rights whatsoever in said premises and in each and every part thereof, as our Family Homestead, as are reserved or secured to us, or either of us, by the Statute of the State of New Hampshire, passed July 4, 1851, entitled "An Act to exempt the Homestead of Families from attachment and levy or sale on execution," or by any other Statute or Statutes of said State.

In witness whereof we *have hereunto set* our *hand* s *and seal* s, *this* second *day of* July *in the year of our Lord one thousand nine hundred and* forty

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

F.P. Smith

Joseph W. Harvey (L.S.)

Mrs. Edna M. Harvey (L.S.)

STATE OF NEW HAMPSHIRE, Rockingham, ss. July 2 A. D. 1940

Personally appeared the above named Joseph W. Harvey and Edna M. Harvey and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME,

Frank P. Smith *Justice of the Peace.*

Received and recorded July 2, 2:00 P.M. 1940 *John W. A. Green Jr. Register.*

Printed from Internet for on 2/15/2015

Clark to Barker

KNOW all Men by these Presents, That I Joseph Clark of Lee in the County of Rockingham and Province of New Hampshire Yeoman

For and in Consideration of the Sum of one hundred & fifty Pounds Lawful Money of N. Prov. To me in Hand, paid before the Delivery hereof by Philbrick Barker of Epping in the County aforesaid Yeoman

the Receipt whereof I do hereby acknowledge Have given granted, bargain'd, Sold and released; and by these Presents DO give, grant, bargain, sell, alien, release, convey and confirm to him the said Philbrick Barker his Heirs and Assigns forever, A certain Tract or Parcel of Land situate lying & being in the Parish of Lee aforesaid, Containing forty three Acres, and is bounded as followeth Viz.t Southerly by a Highway that leads from Lee to the Great Falls so called and Westerly by John Emerson's Land and Northerly partly by Land belonging to the Heirs of Benjamin Fox deceas'd and partly by Land of William Nealey and Easterly by Land of Samuel Sias and Elijah Denbow and Ichabod Whitten

TO HAVE AND TO HOLD the said granted Premises, with the Appurtenances thereof, to him the said Philbrick Barker his Heirs and Assigns, to his and their proper Use, Benefit and Behoof forever: I HEREBY ingaging to Warrant and Defend the said granted Premises, against all Claims or Demands of any Person or Person claiming by, from or under me or any Person or Persons whatsoever. And Marcy Clark the Wife of the said Joseph Clark in token of her surrendering up her Right of Dower & Power of Thirds doth hereunto set her Hand and Seal. IN WITNESS whereof we have hereunto set our Hands and Seals this twenty first Day of December in the twelfth year of his Majesty's Reign Annoque Domini 1771

Sign'd Seal'd & Deliver'd in the Presence of us
Samuel Carter
Joseph Sias

Joseph Clark (Seal)
Marcy her × mark Clark (Seal)

Province of New Hampshire Rockingham ss. Lee the 24th Day of December 1771. Then the above named Joseph Clark and Marcy his Wife personally appearing acknowledged the above written Instrument to be their voluntary act and Deed

Before me Joseph Sias Justice of Peace

Received & Recorded 9th March 1774 Joseph Peirce Reed.r

Printed from Internet for on 2/15/2015

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Barker to Ladd

KNOW all Men by theſe Preſents, That I Philbrook Barker of Lee in the County of Strafford & State of New hampſhire Yeaman

For and in Conſideration of the Sum of Two hundred Spaniſh Milld Dollars To me in Hand before the Delivery hereof well and truly paid by Jeremiah Ladd of Canterbury in the County of Rockingham & State aforeſaid Yeaman

The Receipt whereof I do hereby acknowledge Have given, granted, bargained and ſold, and by theſe Preſents DO give, grant, bargain, ſell, alien, enfeoff, convey and confirm unto the ſaid Jeremiah Ladd his heirs & Aſſigns forever, A certain Tract or parcel of land in Lee aforeſaid containing about Forty three Acres be the ſame more or leſs & is bounded as followeth Southerly by a highway that leads from Lee to the great falls so called & Westerly by land of Samuel Emerſon & Northerly partly by land of the heirs of Benjamin Jop. & partly by lands of William Mealey & Easterly by land of John Sias & Charles Rundlet with all the Buildings & Improvements thereon

TO HAVE AND TO HOLD the ſaid granted Premiſes, with all the Privileges and Appurtenances to the ſame appertaining to him the ſaid Jeremiah Ladd his Heirs and Aſſigns to his & their only proper Uſe and Benefit forever. And I the ſaid Philbrook Barker for myſelf my Heirs, Executors and Adminiſtrators do hereby covenant, grant and agree to and with the ſaid Jeremiah Ladd his Heirs and Aſſigns, that until the Delivery hereof I am the lawful Owner of the ſaid Premiſes I am lawfully ſeized and poſſeſſed thereof in my own Right in Fee ſimple, and have full Power and lawful Authority to grant and convey the ſame in Manner aforeſaid: That the ſaid Premiſes are free and clear of all and every Incumbrance whatſoever. And that I am Heirs, Executors and Adminiſtrators ſhall and will warrant the ſame to him the ſaid Jeremiah Ladd his Heirs and Aſſigns, againſt the lawful Claims and Demands of any Perſon or Perſons whomſoever.

In Witneſs whereof I Caralin Esther my Wife in Token of her ſurrendring up her right of Dower & power of Thirds do hereunto Set our hands & Seals this 17th day of Jany AD 1783.

Signed Sealed & delivered in preſence of Philbrook Barker Seal
Joſeph Sias Charles Rundlet Esther C Barker Seal
mark

State of New hampſhire Straffordſs Lee Jany 17th 1783.
Then Philbrook Barker herein named appearing acknowledged this Inſtrument to be his free Act & Deed.
before me Joſeph Sias Juſt Peace

Recived & Recorded 1st February 1783 Sam Brooks Regr

Printed from Internet for on 2/15/2015

Veasey to Fox

Know all Men by these Presents That I Jeremiah Veasey of Exeter in the Province of New-Hampshire in New England gent. for and in consideration of the just sum of four hundred & forty pounds old tenor Bill of public credit to me in hand paid before the delivery hereof by Benjamin Fox of Newmarket of in the province aforesd. yeoman have given granted bargained & sold & do by these presents give grant bargain sell aliene & fully freely & absolutely convey & confirm unto him the said Benjamin Fox his heirs & assigns forever a certain tract of land lying & being in Nottingham in the Province aforesaid containing fifty acres beit more or less it being the half of one hundred acres of land which is the second division of the original Right of Edward Sargent, Esq. decd. & is No. 11 in Summer Street & is to be the Southeast end or half of said Lot — To have & to hold the granted & bargained premises together with all their appurtenances free of all incumbrances whatsoever to him the said Benjamin Fox his heirs & assigns as an absolute estate of inheritance in fee simple for ever — & I the said Jeremiah Veasey for myself my heirs executors & administrators do covenant & engage the above demised premises to him the said Benjamin Fox his heirs and assigns against the lawful claims and demands of any person or persons whatsoever — forever hereafter to warrant secure & defend by these presents — In witness whereof I do hereunto set my hand & seal this sixteenth day of January A.D. One thousand seven hundred & forty eight or Nine — and in the twenty second year of the reign of our sovereign Lord George the 2nd by the grace of God king &c —

Signed sealed & delivered
in presence of
James Hoodley jun
John Bergin
Jeremiah Veasey (L)

Province of New Hampshire ss. Portsmouth 16th January 1748, 9 Recevd of Benjamin Fox aforesd the consideration above mentioned by
Jeremiah Veasey

Province of New Hampshire ss. Portsmouth 16th January 1748, 9 Then Jeremiah Veasey above named, appeared personally & owned the above written instrument to be his free Act & deed

Coram George Jaffrey jun Pce

Recd & Recordd. 11th April 1801 Sam Brooks Rdr

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Book 0269 Page 0095

KNOW all men by these Presents, That

I Samuel Allen of Lee in the County of Strafford and State of New-Hampshire, Blacksmith -

For and in consideration of the sum of thirteen hundred dollars — — to me in hand before the delivery hereof, well and truly paid by Charles Allen of the same Lee. Blacksmith -

Allen to Allen - Granter

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Charles Allen his heirs and assigns forever three certain tracts or parcels of land lying situate in Lee aforesaid containing about forty acres. be the same more or less. the first tract contains one acre & three eights of an acre of land bounded as follows. beginning on the west side of the road that crosses the Mill Pond, called the Long falls mill Pond about two rods north of the bridge. thence northeasterly & northwesterly by the road to Nottingham town line. thence southwesterly as said line runs fifteen rods to the aforesaid mill pond. thence by said pond to the bounds first mentioned. reserving to the mill privilege of what land may be flowed by the Dam and water while flowed for the uses of said mills forever. The second tract contains about twelve acres of land more or less lying on the Easterly and northerly side of the road leading from the mills to Jonathan Foggs house. bounded Easterly by said Foggs land. northerly by the Fox land so called. westerly by said road. The third tract contains about twenty - acres lying situate on the southerly side of the road aforesaid. bounded northerly by said road. Easterly by land formerly owned by Joshua Burnham. Southerly & westerly by the river. also one third part of a gristmill and one third part of the mill stones & iron work belonging to said mill. one third part of the privilege for said Grist Mill forever. the above described premises contains all the land & buildings that I purchased of Samuel Emerson. it being my homestead farm. also ten acres of land in Nottingham in the County of Rockingham and State aforesaid it being part of lot number ten in Summer street binding on Joseph S. Lawrences land from thence carrying the width of said lot as to contain the ten acres. it being the same land I purchased of Sarah Bartlett by her Deed dated February 15th 1808 — — —

To have and to hold the said granted premises with all the privileges and appurtenances to the same belonging, to him the said Charles Allen his heirs and assigns to his and their only proper use and benefit forever. And I the said Samuel Allen my — heirs, executors, and administrators, do hereby covenant, grant and agree to and with the said Charles — his — heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear of all and every incumbrance whatsoever, and that I the said Samuel my heirs, executors and administrators shall and will warrant and defend the same to the said Charles his — heirs and assigns against the lawful claims and demands of any person or persons whomsoever. - And — wife of the said — in consideration aforesaid. do hereby relinquish my right of dower in the before mentioned premises. In witness whereof, I have hereunto set my hand and seal the twenty fourth day of August in the year of our Lord one thousand. eight hundred and twenty nine —

Signed. sealed. and delivered in presence of us — Samuel Allen (LS)
Joseph Bartlett
Joseph Edgerly

State of New Hampshire. Rockingham ss - August the fourth 1829 —
Personally appearing the above named Samuel Allen and acknowledged the above instrument to be his free act and deed —
Before me Joseph Edgerly. Justice of the Peace

Received and Recorded 6th March 1833 — -

Seth Walker Rdr.

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Emerson to Allen Grantee

K N O W all men by these Presents, That I Daniel Emerson of Lee in the County of Strafford and State of New Hampshire Yeoman

For and in consideration of the sum of eighty five dollars ~~to me in hand before the delivery hereof,~~ well and truly paid by Charles Allen of Lee aforesaid, Blacksmith

the receipt whereof I do hereby acknowledge, have given, granted, bargained, ~~sold~~, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Charles Allen his heirs and assigns, forever one undivided eighth part for quantity and quality of three certain pieces of land situated in Nottingham County of Rockingham and State aforesaid Bounded as follows (to wit) first piece beginning at an Elm tree standing by the road that leads from Emersons mills (so called) to Mark Giles and running northwesterly by said road to land of Susey Genish thence southwesterly by said Susey's land by a Spotted line to land of George Marstin thence easterly and northerly by said Marstins land and land of Daniel Tuttle Susey Genish and the heirs of Jacob Tilley to the bounds first mentioned. Second piece beginning at Lee line on the north side of the road leading from said mills to Daniel Tuttles and running northerly by Lee line to land of the heirs of Jacob Tilley thence westerly and southerly by said heirs land to the road last mentioned thence easterly by said road to the bounds began at. third piece beginning at the southeasterly corner of Daniel Tuttles land on the north side of the road leading from said mills to John Emersons and running Easterly by said road to the road leading from said mills to Daniel Tuttles thence westerly by said road and land of Susey Genish to land of Daniel Tuttle thence southerly and easterly by said Tuttles land to the bounds first mentioned the three pieces containing fifty three acres and sixty seven rods of land together with one eighth part of that part of the buildings on the last described piece which was set of as the Dower of Ruth Genish late of Nottingham deceased, and to Sally Meserve Daughter of the said Ruth Genish.

To have and to hold the said granted premises with all the privileges and appurtenances to the same belonging, to him the said Charles Allen and his heirs and assigns to his and their only proper use and benefit forever. And I the said Daniel Emerson and my heirs, executors, and administrators, do hereby covenant, grant and agree to and with the said Charles Allen and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple, and have full power and lawful authority to grant and convey the same in manner aforesaid; and that the said premises are free and clear of all and every incumbrance whatsoever, and that I and my ~~heirs~~, executors and administrators shall and will warrant ~~and defend~~ the same to the said Charles Allen and his heirs and assigns against the lawful claims and demands of any person or persons whomsoever.

In Witness whereof, I have hereunto set my hand and seal this fifteenth day of March in the year of our Lord one thousand eight hundred and thirty six.

Signed, sealed and delivered
in presence of us,
Davis Lang
George Lang

Daniel Emerson (L.S.)

State of New Hampshire, Strafford ss. March 15, 1836.
Personally appearing, the above named Daniel Emerson acknowledged the foregoing instrument to be his voluntary act and deed – Before me,–

George Laing Justice of the Peace.

Received & Recorded 8th May 1837. Francis D. Randall Rdr.

Printed from Internet for on 2/14/2015

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KNOW all Men by these Presents, That

We Joseph Cilley of Nottingham & John Dow of Epping both of the County of Rockingham and State of New Hampshire Esqrs.

Cilley & al to Allen

For and in consideration of the sum of four hundred dollars, to us in hand, before the delivery hereof, paid by Charles Allen of Lee in the County of Strafford and State aforesaid Esquire.

{See Deed Lib 346. Fol 266.}

the receipt whereof we do hereby acknowledge, have released, sold, and quitclaimed, and by these presents do release, sell and quitclaim unto the said Charles Allen and his heirs and assigns, all our right, title, interest, estate and demand of, in, and unto a certain tract of land situate in Nottingham aforesaid and bounded as follows, to wit, beginning at the Southwesterly corner of Mark Giles land on the Easterly side of the road leading from Mark Giles to Emerson Mills (so called) thence by said Giles land Easterly and Southerly to land of Asa Allen thence by said Asa Allens land to land of Charles Allen, thence by said Allens land to the road aforesaid, thence by said road to the bounds first mentioned.

To have and to hold said released and quitclaimed premises, with all the privileges and appurtenances to the same belonging, to him the said Charles Allen and his heirs and assigns to his and their proper use, benefit and behoof forever: Hereby engaging to warrant and defend the said granted premises, against all claims or demands of any persons claiming by, from or under us

And we Elizabeth Cilley & Nancy Dow wives of the said Joseph Cilley and John Dow in consideration of the sum aforesaid, do hereby relinquish my right of Dower in the before mentioned premises.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the sixteenth day of November in the year of our Lord one thousand eight hundred and forty one.

Signed, Sealed and Delivered in presence of
Joseph S. Lawrence.
George Lang.

Joseph Cilley L.S.
John Dow L.S.
——— L.S.
——— L.S.

STATE OF NEW-HAMPSHIRE, Rockingham, ss. Nov 16th 1841.

Personally appearing the abovenamed Joseph Cilley and John Dow and acknowledged the foregoing instrument to be — free act and deed, before me,

George Lang Justice of the Peace.

Rec.d & Recorded 25 Nov. 1841

John Woodbury Reg.

Printed from Internet for on 2/14/2015

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Allen to Giles

KNOW all Men by these Presents, That

I Charles Allen of Lee in the County of Strafford and State of New-Hampshire Esqr.

For and in consideration of the sum of Ninety five Dollars to me in hand, before the delivery hereof, paid by Mark Giles of Nottingham in the County of Rockingham and state aforesaid Yeoman,

the receipt whereof I do hereby acknowledge, have released, sold, and quitclaimed, and by these presents do release, sell and quitclaim unto the said Mark Giles his heirs and assigns, all my right, title, interest, estate and demand of, in, and unto a certain tract or Parcel of Land situated in Nottingham in the County of Rockingham and State aforesaid and bounded as follows, Beginning at the center of the ~~[illegible]~~ so called) on the Northerly side of the road leading from said Allens by said Giles to Northwood and running Northerly to a stake and stones near said Giles land thence Westerly by said Giles land far enough to contain nine and a half acres, thence southerly to said road thence easterly by said road to the bounds began at be the same more or less. and also all my right title and interest in the Lot adjoining the above discribed Land, westerly and southerly to the road above mentioned.

To have and to hold said released and quitclaimed premises, with all the privileges and appurtenances to the same belonging, to him the said Mark Giles his heirs and assigns to his and their proper use, benefit and behoof forever: Hereby engaging to warrant and defend the said granted premises, against all claims or demands of any persons claiming by, from or under me. And I Hannah Allen wife of the said Charles Allen in consideration of the sum aforesaid do hereby relinquish my right of dower in the before mentioned premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the nineteenth day of November in the year of our Lord one thousand eight hundred and forty one

Charles Allen (L.S.)
Hannah Allen (L.S.)

Signed, Sealed and Delivered in presence of
Jonathan Cartland
Joseph S Lawrence

Strafford

STATE OF NEW-HAMPSHIRE, Rockingham, ss. November 19th 1841.

Personally appearing the above named Charles Allen and acknowledged the foregoing instrument to be his free act and deed, before me,

Joseph S Lawrence Justice of the Peace.

Rec'd & Recorded 9th April 1842. John Woodbury Reg'r

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A. B. Brown to Eaton

Know all men by these presents, that I Abel Brown of South Hampton in the County of Rockingham and State of New Hampshire, Esqr. for and in consideration of the sum of one hundred dollars to me in hand before the delivery hereof, well and truly paid by Moses Eaton Jr. of South-Hampton aforesaid Esqr. have remised, released and forever quitclaimed, and by these presents do remise, release, and forever quitclaim unto the said Moses Eaton Jr. his heirs and assigns forever - A lot of land situate in South-Hampton aforesaid, containing seventy three rods more or less, and bounded as follows, to wit, Beginning at the northeast corner of said Premises and on the road leading from the Town House to Jewell's Mills by land of the proprietors of the Baptist Meeting house and running Southerly on said road seven rods & thirteen links to Land of Parker Merrill Esqr. thence running westerly by said Merrill's land eleven and a half rods, to the Burying Ground, thence Northerly by said Burying Ground six rods to land of Thomas Flanders Jr. thence running Easterly by said Flanders land and by land of the proprietors of the Baptist Meeting-House aforesaid ten rods and seven links to said road and bound commenced at - For a more particular description of the above premises see "Lease" "Town of South Hampton" to Abel Brown, recorded in Rockingham Records, Lib. 268. Fol. 360. - Reserving to myself the grass now standing on the same, with a privilege to cut and remove the same -

To have and to hold the said remised premises, with all the privileges and appurtenances thereto belonging, to him the said Moses Eaton Jr. his heirs and assigns forever; and I do hereby covenant with the said Moses Eaton Jr. that I will warrant and defend the said premises to him the said Moses Eaton Jr. his heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from or under me. -

And I Nancy wife of said Abel Brown in consideration aforesaid hereby relinquish my right of Dower in the above described premises.

In Witness Whereof we have hereunto set our hands and seals, this twenty eighth day of June, in the year of our Lord one thousand eight hundred and forty four.

Signed, Sealed, and delivered,
in presence of us.
John Palmer.
Joshua Magoon,

Abel Brown (L.S.)
Nancy Brown (L.S.)

State of New Hampshire, Rockingham ss. June 28th, 1844.
Personally appearing the above named Abel Brown acknowledged the foregoing instrument by him subscribed, to be his voluntary act and deed
Before me -

John Palmer Justice Peace;

Rec'd & Recorded 3d July 1844.

John Woodbury Recr.

Daws to Allen

Know all men by these presents, That I Samuel P. Daws of Epping in the County of Rockingham and State of New Hampshire, trader, for and in consideration of the sum of one hundred and thirty dollars, to me in hand before the delivery hereof, well and truly paid by Lyman Allen of Lee in the County of Strafford and State aforesaid Blacksmith, have remised, released and forever quitclaimed; and by these presents do remise, release and forever quitclaim unto the said Lyman Allen his heirs and assigns forever, A certain piece of land lying and situated in Nottingham in the County of Rockingham aforesaid, containing ten acres and forty seven square rods, and bounded as follows, to wit, beginning at the road leading from Charles Allens by Mark Giles at a stake and Stones and running South 56 deg West fifty two rods to north River, thence South easterly by said river to land of Charles Allen, thence northeasterly to the Gile Road by said Charles Allens, thence by said Gile Road Northwesterly forty five and three quarter Rods to the bounds began at -

To Have and to hold the said remised premises with all the privileges and appurtenances thereunto belonging, to him the said Lyman Allen and his heirs and assigns forever. And I do hereby covenant with the said Lyman Allen that I will warrant and defend the said premises to him the said Lyman Allen his heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from or under me -

In Witness whereof, I have hereunto set my hand and seal, this twenty ninth day of of October in the year of our Lord one thousand eight hundred and forty two.

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Signed Sealed and delivered.
in presence of us.
J. S. Lawrence,
Harriet Lawrence,

Samuel P. Dow (L.S.)

State of New Hampshire, Strafford ss. October 29, A. D. 1842. Personally appearing, the above named Samuel P. Dow, and acknowledged the foregoing instrument to be his voluntary act and deed, Before me,

J. S. Lawrence Justice of the Peace.

Rec'd & Recorded, 15th June, 1844.

John Woodbury Rdr.

Dow to Allen

Knows all Men by these presents, That I Samuel P. Dow of Epping in the County of Rockingham and State of New-Hampshire trader, for and in consideration of the sum of two hundred and fifty dollars, to me in hand before the delivery hereof, well and truly paid by Lyman Allen of Tuftonborough in the County of Carroll and State aforesaid, have remised, released and forever quitclaimed; and by these presents do remise, release and forever quitclaim unto the said Lyman Allen his heirs and assigns forever, a certain piece of Land situated in Nottingham in the County of Rockingham and State of New Hampshire, and bounded as follows, commencing at the line on the north side of the road near Emersons Mills (so called), and running westerly by the road leading from the before mentioned Emersons Mill by John H. Marstons to Nottingham Square to Daniel Tuttles land near his house, thence northerly by said Tuttles land to the bank of the North River, thence a straight northerly to the center of said River, thence easterly and southeasterly by the center of said River and southwesterly to the first mentioned bounds, together with the buildings standing thereon, containing about ten acres be the same more or less - It is agreed by the said Allen to build the westerly half of the division fence by the River before mentioned.

To Have and to Hold the said remised premises, with all the privileges and appurtenances thereunto belonging, to him the said Lyman Allen his heirs and assigns forever. And I do hereby covenant with the said Lyman Allen that I will warrant and defend the said premises to him the said Lyman Allen his heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from or under me.

In Witness Whereof I have hereunto set my hand and seal, this first day of April in the year of our Lord one thousand eight hundred and forty two.

Signed, sealed, and delivered,
in presence of us.
Charles Allen,
Joseph S. Lawrence.

Samuel P. Dow (L.S.)

State of New Hampshire, Strafford ss. April 1st A.D. 1842. Personally appearing the above named Samuel P. Dow acknowledged the foregoing instrument to be his voluntary act and deed,
Before me.

Joseph S. Lawrence Justice of the Peace.

Rec'd & Recorded, 15th June, 1844.

John Woodbury Rdr.

Allen to Allen

Knows all men by these presents, that I Charles Allen of Lee in the County of Strafford and State of New Hampshire, trader, for and in consideration of the sum of One hundred and twenty five dollars to me in hand before the delivery hereof, well and truly paid by Lyman Allen of said Town of Lee in the County and State aforesaid, Blacksmith have remised, released and forever quitclaimed; and by these presents do remise, release and forever quitclaim unto the said Lyman Allen his heirs and assigns forever, a certain piece or parcel of land lying and situated in Nottingham in the County of Rockingham and State aforesaid and bounded as follows, to wit, beginning at the line between the towns of Lee and Nottingham near the Emerson Mills so called, and running Southerly by said line to

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to Land of Daniel Tuttle, thence westerly by said Tuttles Land to Land owned by the heirs of Paul Cynrich of said Nottingham deceased and ~~and~~ Land of Samuel D. Davis, thence Northwardly by said heirs and said Davis land to the road leading from Nottingham to said Town of Lee, thence easterly by said Road to said Lee line before mentioned, containing about six acres, be the same more or less.

To Have and to hold the said remised premises with all the privileges and appurtenances thereunto belonging, to him the said Lyman Allen and his heirs and assigns forever. And I do hereby covenant with the said Lyman Allen that I will warrant and defend the said premises to him the said Lyman Allen his heirs and assigns, against the Lawful claims and demands of any person or persons claiming by, from or under —.

And I Hannah Allen Wife of said Charles Allen in consideration of the sum aforesaid do hereby relinquish all my right of dower in the before mentioned premises.

In Witness Whereof, we have hereunto set our hands and seals this seventeenth day of May in the year of our Lord one thousand eight hundred and forty two, signed, sealed and delivered, (the words "forever" and "land" interlined before signed) in presence of us.

Jonathan Eastland,
Joseph S. Sawinee,

Charles Allen (L.S.)
Hannah Allen (L.S.)

State of New Hampshire, Strafford ss. May 17th A. D. 1842.

Personally appearing, the above named Charles Allen and Hannah Allen and acknowledged the foregoing instrument to be his voluntary act and deed. Before me.

Joseph S. Sawinee, Justice of the Peace.

Rec'd & Recorded, 15th June, 1844.

John Woodbury Reg'r

Bryant to Marsh

Deed

Grantee

Know all men by these presents, that I Joseph Bryant of Plaistow in the County of Rockingham and State of New Hampshire, Gentleman, in consideration of four hundred dollars, paid by Moses Marsh of Haverhill in the County of Essex and commonwealth of Massachusetts, Yeoman, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Moses Marsh, a piece or parcel of land situate in said Plaistow and is bounded as follows, viz, Beginning at a point by the road which leads from Main Street in Haverhill by said Bryants dwelling house to Hampstead, and by the Boston and Maine Rail Road, thence running Southerly by said Rail Road, about forty rods, thence crossing said Rail Road to Bryants Road so called, thence running a southerly course by said road to Bryants brook thence running Northerly by said brook which divides it from William Noyes Land and Land called the parsonage Meadow to Land of the heirs of Isaac Hall, thence Easterly by said Halls Land to the road first mentioned, thence running Southerly by said road to the bound first mentioned, containing about thirty five acres, be the same more or less, excepting and reserving out of said premises so much of the said Rail Road as passes over said Land, and also saving, reserving, and excepting, out of said described premises about half an acre, bounded on the first mentioned road and Rail Road, and opposite Bryants depot. To have and to hold the above granted premises, with the privileges and appurtenances thereto belonging to the said Moses Marsh his heirs and assigns, to their use and behoof forever, And I the said Joseph Bryant for myself and my heirs, executors and administrators, do covenant with the said Moses Marsh his heirs and assigns, that I am Lawfully seized in fee of the afore granted premises; that they are free from all incumbrances. Always excepting and taking out the Reservations above named. That I have good right to sell and convey the same to the said Moses Marsh as aforesaid; and that I will and my heirs, executors and administrators shall Warrant and defend the same to the said Moses Marsh his heirs and assigns, for ever, against the Lawful claims and demands of all persons.

Provided Nevertheless, That if the said Joseph Bryant his heirs, executors, or administrators, shall pay unto the said Moses Marsh his heirs, executors, administrators or assigns, the said sum of four hundred Dollars ~~to~~ in one year from the date of this deed with interest on said sum at the rate of six per cent, per annum, payable (annually), then this Deed, as also a note of hand bearing even date with these presents, signed by the said Joseph Bryant whereby he promises to pay to the said Moses Marsh or order the said sum and interest, at the times aforesaid, shall be absolutely void, to all intents and purposes.

Acknowledged the 8th day of Feb. 1844 by Joseph Bryant free act & deed before me
Daniel Tilton
Justice of the Peace

Rec'd February 9 — 1844
Daniel Tilton Attorney Reg'r

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Know all Men by these Presents,

That We Lyman Allen of Nottingham, County of Rockingham and State of New Hampshire and Emily Allen wife of said Lyman Allen

Allen to Allen

For and in consideration of the sum of one dollar to us in hand before the delivery hereof, well and truly paid by

Samuel L. Allen

the receipt whereof we do hereby acknowledge, have ~~given~~, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Samuel L. Allen his heirs and assigns forever,

Delivered to maid Grantee,

A certain tract of land situate in said Nottingham, containing fifty acres more or less, and bounded as follows, beginning at the Ree line on the Northerly side of the road leading from Harveys Mills to Nottingham Centre and running Westerly by said road to land of John P. Perkins, thence Northerly by said Perkins land to the Northeast corner of the same, thence Northwesterly by land of said Perkins and land of George E. Smith to land formerly of Susannah Berrick, thence Northeasterly by said Berricks land to the old Pike road so called, thence Southeasterly by said old road to land now or late of Charles Allen, thence Southwesterly by land of said Charles Allen to the centre of North river thence Southerly by the centre of said river to the line first bounded, together with the buildings thereon.

Also another tract of land, with the buildings thereon, situate in said Nottingham, bounded as follows, beginning at the Northeast corner of John P. Perkins land on the Southerly side of the road leading from Ree to Nottingham Centre, and running Easterly by said road to land of Joseph P. Harvey, thence Southwesterly and Easterly by land of said Harvey to the line, thence Southerly by said Ree line to land of J. P. Perkins, thence Westerly and Northerly by said Perkins land to bounds begun at, containing eighteen acres more or less.

The foregoing tracts being the parcels surveyed to me by Saml P. Dow by his deed dated April 1st 1843, recorded in Rockingham Registry L. 314 Fol. 94 also deed dated Oct 29 1842 recorded in Rockingham Registry L. 314 Fol 93 also deed dated April 25 1850 recorded in Rockingham Registry L. 346 Fol 89, also conveyed by Charles Allen, by his deed dated May 17 1842 recorded in Rockingham Registry L. 314 Fol 94. also deed dated April 3, 1846, recorded in Rockingham Registry L. 318, Fol. 344.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him the said Samuel L. Allen and his heirs and assigns, to his and their only proper use and benefit forever. And I the said Lyman Allen and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said Samuel L. Allen and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said Samuel L. Allen

and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Emily Allen wife of the said Lyman Allen in consideration aforesaid, do hereby relinquish my right of dower in the before-mentioned premises.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as our Family Homestead, as are reserved or secured to us, or either of us, by the Statute of the State of New Hampshire, passed July 4, 1851, entitled "an Act to exempt the Homestead of Families from attachment and levy or sale on execution," or by any other Statute or Statutes of said State.

In witness whereof, we *have hereunto set our hand and seal this seventh day of* April *in the year of our Lord* 1884.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

John P. Perkins
Eliza J. Perkins

Lyman Allen (L. S.)
Emily Allen (L. S.)

State of New Hampshire, Rockingham, ss. April 7 A. D. 1884.

PERSONALLY *appeared the above named* Lyman Allen and Emily Allen *and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,*

Horace Scales Justice of the Peace.

Received and Recorded, December 1, 1884. Geo. W. Weston, Register.

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Know all Men by these Presents,

THAT I, Ellen M. Allen of Nottingham, County of Rockingham and State of New Hampshire

Allen to Perkins

for and in consideration of the sum of One Dollar to me in hand, before the delivery hereof well and truly paid by John D. Perkins of Nottingham aforesaid

the receipt whereof I do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said John D. Perkins and his heirs and assigns forever,

del. to Grantee by mail

A certain tract of land situate in Nottingham containing fifty acres more or less and bounded as follows; Begining at the Lee line on the northerly side of the road leading from Lee station to Nottingham Center thence westerly by said road to land of said John D. Perkins, thence northerly by said Perkins land to the northeasterly corner of the same; thence Northwesterly by said land and land of the heirs of Mary J. Smith to land of George Lang; thence northeasterly by said land to the old road, so-called on land of the heirs of John R. Dame; thence southeasterly by said old road to land of the heirs of Louise K. Allen near the Lee line; thence southwesterly by said land to the center of North River, thence southerly by the center of said river to the Lee line the bounds begun at, together with the buildings thereon. Also a tract of land across the road bounded as follows , Begining at the northeast corner of John D. Perkins land on the south side of the road leading from Lee Station to Nottingham Center; thence easterly by said road to land of Allen Harvey; thence southerly and easterly by said Harvey land to the Lee line; thence southerly by said line to land of John D. Perkins; thence westerly and northerly by said Perkins land to the bounds begun at. Containing eighteen acres more or less. The same being the whole of the homestead farm of my husband the late Samuel L. Allen which was conveyed to him by deed of Lyman and Emily Allen dated April 7, 1884 and recorded Rockingham Records, Book 496, Page 171. Subject to any flowage rights which may belong to the owners of Harvey's Mills.

To have and to hold the said granted premises, with all the privileges and appurtenances to the same belonging, to him the said Grantee and his heirs and assigns, to his and their only proper use and benefit forever. And I the said Grantor and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said Grantee and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right and fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said Grantee and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

~~And I, wife of the said in consideration aforesaid, do hereby release my right of dower in the above mentioned premises.~~

~~And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution and such other rights whatsoever in said premises and in each and every part thereof, as our Family Homestead, as are reserved or secured to us or either of us by the Statute of the State of New Hampshire passed July 4, 1851, entitled "An Act to exempt the Homestead of Families from attachment and levy or sale on execution" or by any other Statute or Statutes of said State.~~

In Witness whereof I *have hereunto set* my *hand and seal , this* thirtieth *day of* October *in the year of our Lord one thousand nine hundred and* twenty-nine.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

Frank P. Smith Ellen M. Allen (L.S.)

STATE OF NEW HAMPSHIRE, ROCKINGHAM, SS. October 30, A. D. 1929.

Personally appeared the above named Ellen M. Allen and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME,

.....Frank P. Smith.....*Justice of the Peace.*

Received and recorded..Feb. 11, 1:40 P.M. 1930. .....John W. A. Green..*Register.*

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Know all Men by these Presents

THAT I, Joseph W. Harvey of Nottingham in the County of Rockingham and State of New Hampshire

Harvey to Burke

for and in consideration of the sum of one dollar to me in hand, before the delivery hereof well and truly paid by Raymond F. Burke of Boston in the County of Suffolk and Commonwealth of Massachusetts

del. to grantee

the receipt whereof I do hereby acknowledge, have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said Raymond F. Burke and his heirs and assigns forever.

A certain tract of land situated in said Nottingham and bounded as follows

Beginning at a stone post on the land of W. H. Lee on the Nottingham, Lee town line thence northwesterly about 118 yards to another stone post; thence southwesterly about 190 yards to a stone post; thence southeasterly about 118 yards to a stone post on the land of William Wells; thence northwesterly by the said town line to the bounds begun at containing four acres more or less and being a part of the Louise Allen Field-socalled. Also the right to pass with cars and teams from the Gile Road-socalled on the path now existing

To have and to hold the said granted premises, with all the privileges and appurtenance to the same belonging, to him the said grantee and his heirs and assigns, to his and their only proper use and benefit forever. And I the said grantor and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said grantor and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right and fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the said premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors and administrators, shall and will warrant and defend the same to the said grantee and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I, Edna M. Harvey wife of the said Joseph W. Harvey in consideration aforesaid, do hereby release my right of dower in the above mentioned premises.

And we and each of us do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution and such other rights whatsoever in said premises and in each and every part thereof, as our Family Homestead, as are reserved or secured to us, or either of us, by the Statute of the State of New Hampshire, passed July 4, 1851, entitled "An Act to exempt the Homestead of Families from attachment and levy or sale on execution," or by any other Statute or Statutes of said State.

In witness whereof we *have hereunto set* our *hand* s *and seal* s, *this* second *day of* July *in the year of our Lord one thousand nine hundred and* forty

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US:

F.P. Smith

Joseph W. Harvey (L.S.)

Mrs. Edna M. Harvey (L.S.)

STATE OF NEW HAMPSHIRE, Rockingham, ss. July 2 A. D. 1940

Personally appeared the above named Joseph W. Harvey and Edna M. Harvey and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME,

Frank P. Smith *Justice of the Peace.*

Received and recorded July 2, 2:00 P.M. 1940 John W. A. Green Jr. *Register.*

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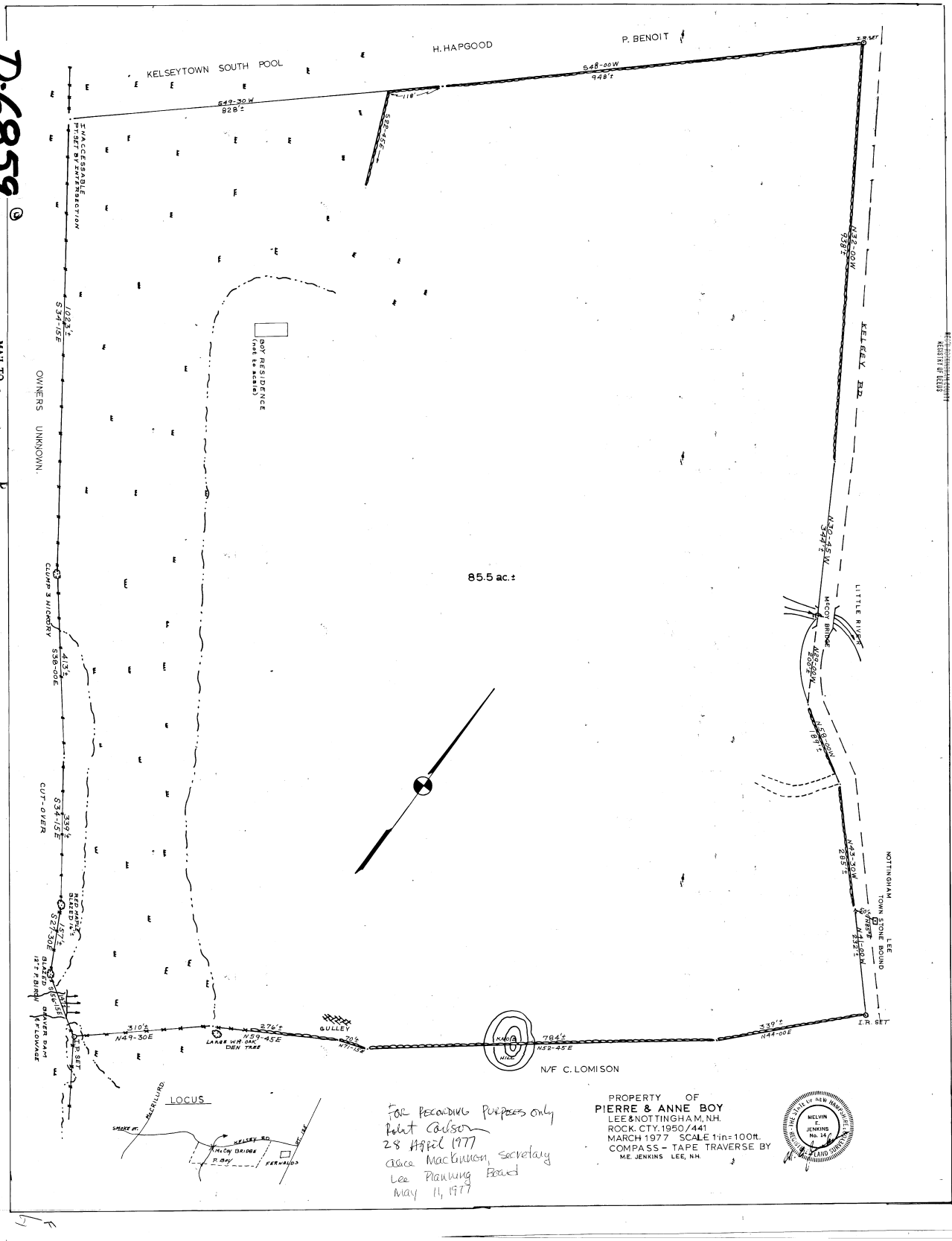
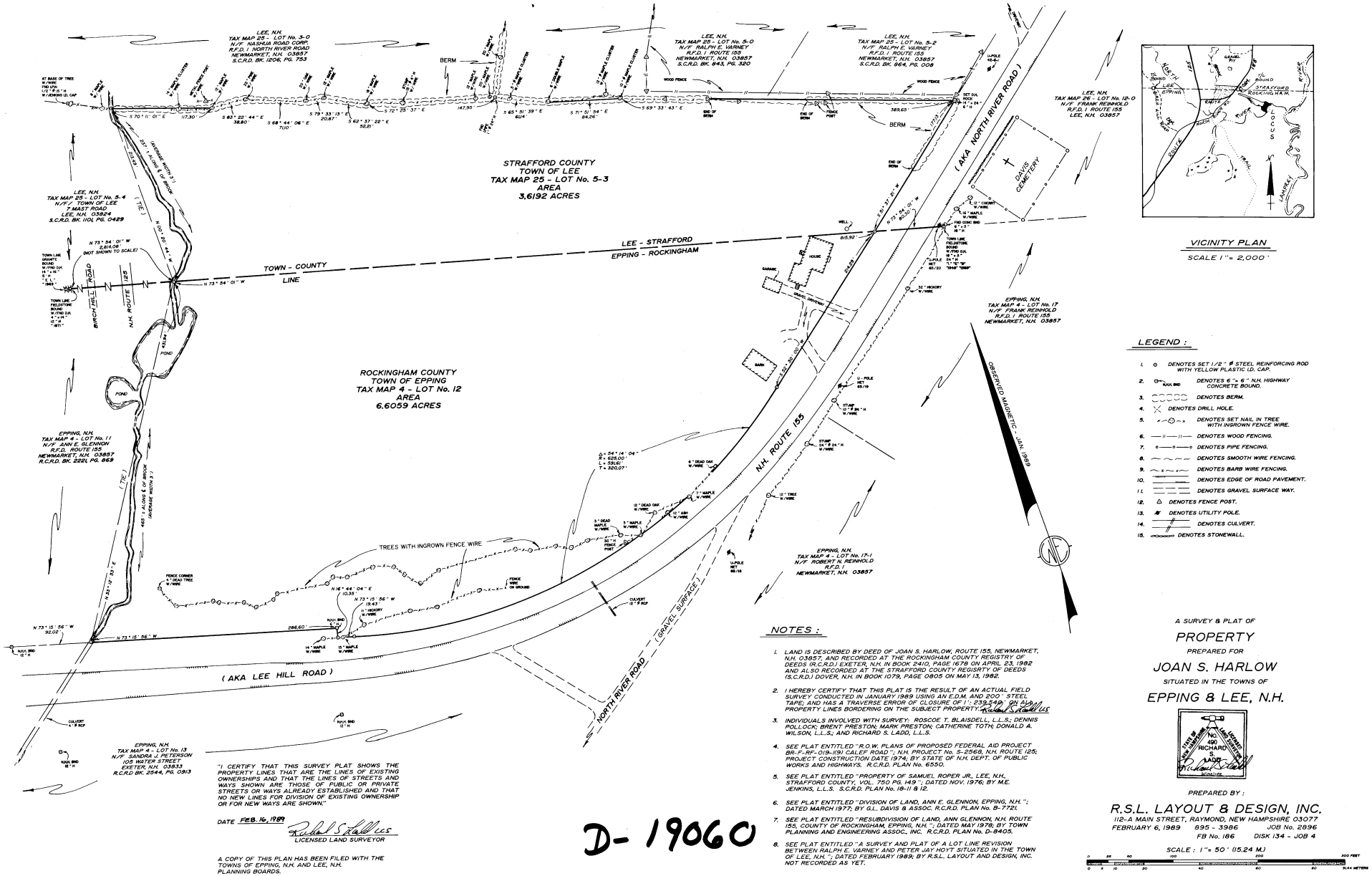
D-6859



For recording purposes only
Robert Carlson
28 April 1977
Alice MacKinnon, Secretary
Lee Planning Board
May 11, 1977

Feb 17 12:18 PM '89

Feb 17 X 16 PM '89 07487



VICINITY PLAN

SCALE 1" = 2,000'

LEGEND :

1. ⊙ DENOTES SET 1/2" ϕ STEEL REINFORCING ROD WITH YELLOW PLASTIC I.D. CAP.
2. DENOTES 6" x 6" N.H. HIGHWAY CONCRETE BOUND.
3. DENOTES BERM.
4. DENOTES DRILL HOLE.
5. DENOTES SET NAIL IN TREE WITH INGROWN FENCE WIRE.
6. DENOTES WOOD FENCING.
7. DENOTES PIPE FENCING.
8. DENOTES SMOOTH WIRE FENCING.
9. DENOTES BARB WIRE FENCING.
10. DENOTES EDGE OF ROAD PAVEMENT.
11. DENOTES GRAVEL SURFACE WAY.
12. DENOTES FENCE POST.
13. DENOTES UTILITY POLE.
14. DENOTES CULVERT.
15. DENOTES STONEWALL.

NOTES :

1. LAND IS DESCRIBED BY DEED OF JOAN S. HARLOW, ROUTE 155, NEWMARKET, N.H. 03857, AND RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS (R.C.R.D.) EXETER, N.H. IN BOOK 2410, PAGE 1678 ON APRIL 23, 1982 AND ALSO RECORDED AT THE STRAFFORD COUNTY REGISTRY OF DEEDS (S.C.R.D.) DOVER, N.H. IN BOOK 1079, PAGE 0805 ON MAY 13, 1982.
2. I HEREBY CERTIFY THAT THIS PLAT IS THE RESULT OF AN ACTUAL FIELD SURVEY CONDUCTED IN JANUARY 1989 USING AN E.D.M. AND 200' STEEL TAPE, AND HAS A TRAVERSE ERROR OF CLOSURE OF 1' : 239,540' ON ALL PROPERTY LINES BORDERING ON THE SUBJECT PROPERTY. Richard S. Ladd LLS
3. INDIVIDUALS INVOLVED WITH SURVEY: ROSCOE T. BLAISDELL, L.L.S.; DENNIS POLLOCK; BRENT PRESTON; MARK PRESTON; CATHERINE TOTH; DONALD A. WILSON, L.L.S.; AND RICHARD S. LADD, L.L.S.
4. SEE PLAT ENTITLED "R.O.W. PLANS OF PROPOSED FEDERAL AID PROJECT BR-F-RF- 019-1(3) CALEF ROAD"; N.H. PROJECT No. S-2568, N.H. ROUTE 125; PROJECT CONSTRUCTION DATE 1974; BY STATE OF N.H. DEPT. OF PUBLIC WORKS AND HIGHWAYS. R.C.R.D. PLAN No. 6550.
5. SEE PLAT ENTITLED "PROPERTY OF SAMUEL ROPER JR., LEE, N.H., STRAFFORD COUNTY, VOL. 750 PG. 149"; DATED NOV. 1976; BY M.E. JENKINS, L.L.S. S.C.R.D. PLAN No. 18-11 & 12.
6. SEE PLAT ENTITLED "DIVISION OF LAND, ANN E. GLENNON, EPPING, N.H."; DATED MARCH 1977; BY G.L. DAVIS & ASSOC. R.C.R.D. PLAN No. B-7721.
7. SEE PLAT ENTITLED "RESUBDIVISION OF LAND, ANN GLENNON, N.H. ROUTE 155, COUNTY OF ROCKINGHAM, EPPING, N.H."; DATED MAY 1978; BY TOWN PLANNING AND ENGINEERING ASSOC., INC. R.C.R.D. PLAN No. D-8405.
8. SEE PLAT ENTITLED "A SURVEY AND PLAT OF A LOT LINE REVISION BETWEEN RALPH E. VARNEY AND PETER JAY HOYT SITUATED IN THE TOWN OF LEE, N.H."; DATED FEBRUARY 1989; BY R.S.L. LAYOUT AND DESIGN, INC. NOT RECORDED AS YET.

"I CERTIFY THAT THIS SURVEY PLAT SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN."

DATE FEB. 16, 1989

Richard S. Ladd LLS

LICENSED LAND SURVEYOR

A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWNS OF EPPING, N.H. AND LEE, N.H. PLANNING BOARDS.

D-19060

A SURVEY & PLAT OF

PROPERTY

PREPARED FOR

JOAN S. HARLOW

SITUATED IN THE TOWNS OF

EPPING & LEE, N.H.

NEW HAMPSHIRE — No. 490 — RICHARD S. LADD — LICENSED LAND SURVEYOR

PREPARED BY :

R.S.L. LAYOUT & DESIGN, INC.

112-A MAIN STREET, RAYMOND, NEW HAMPSHIRE 03077

695 - 3986

FEBRUARY 6, 1989 — JOB No. 2896

FB No. 186 — DISK 134 - JOB 4

SCALE : 1" = 50' (15.24 M.)

0 25 50 100 200 FEET

0 5 10 20 40 60 80 METERS

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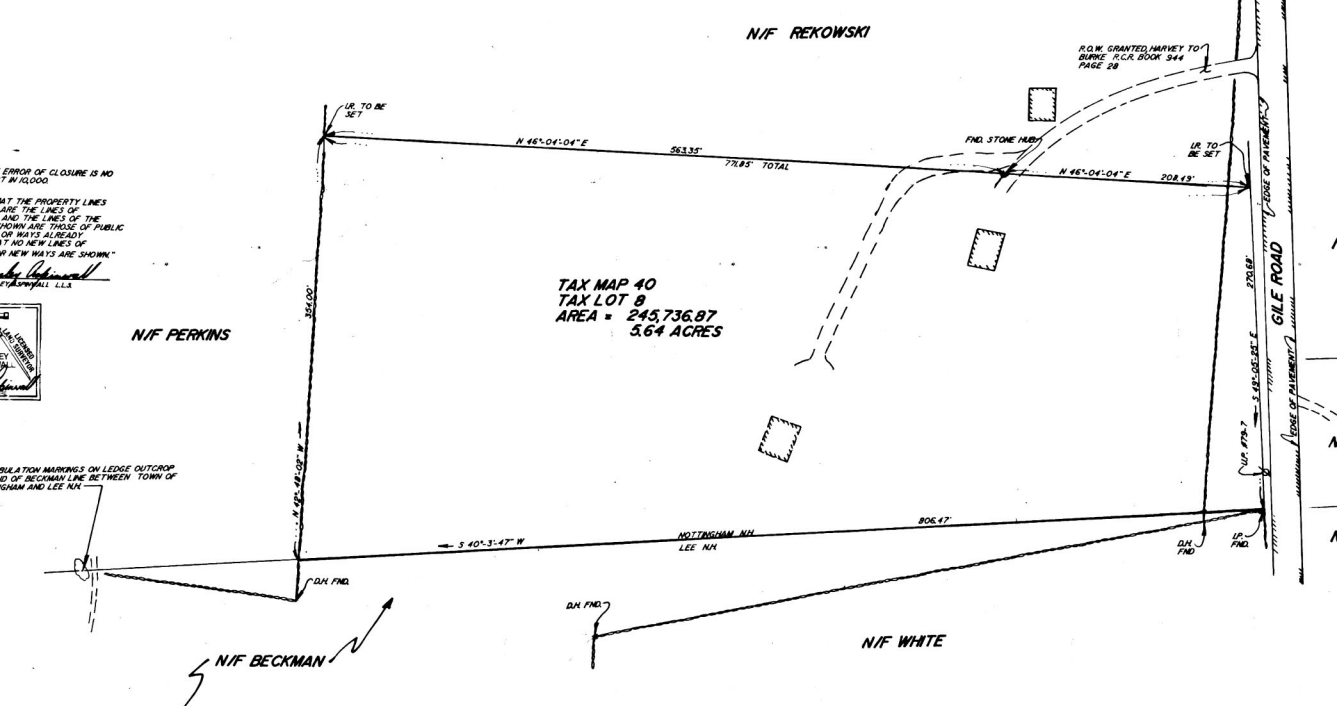

N/F REKOWSKI
R.O.W. GRANTED, HARVEY TO BURKE R.C.R. BOOK 944 PAGE 28
I.R. TO BE SET
N 46°-04'-04" E
563.35'
771.85' TOTAL
FND. STONE HUB
I.R. TO BE SET
N 46°-04'-04" E
208.49'
EDGE OF PAVEMENT
GILE ROAD
270.68'
S 49°-05'-25" E
EDGE OF PAVEMENT
U.P. #79-7
TAX MAP 40
TAX LOT 8
AREA = 245,736.87
5.64 ACRES
N/F PERKINS
354.00'
N 42°-48'-02" W
S 40°-3'-47" W
NOTTINGHAM N.H.
LEE N.H.
806.47'
D.H. FND.
I.P. FND.
D.H. FND.
D.H. FND.
N/F WHITE
N/F BECKMAN
ERROR OF CLOSURE IS NO
T IN 10,000.
AT THE PROPERTY LINES
ARE THE LINES OF
AND THE LINES OF THE
HOWN ARE THOSE OF PUBLIC
OR WAYS ALREADY
AT NO NEW LINES OF
R NEW WAYS ARE SHOWN."
EY ASPINWALL L.L.S.
LICENSED LAND SURVEYOR
BULATION MARKINGS ON LEDGE OUTCROP
ID OF BECKMAN LINE BETWEEN TOWN OF
GHAM AND LEE N.H.

Printed from Internet for on 2/4/2015

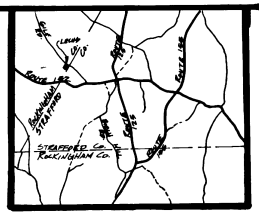
Bk 6 357 Pg 46855 Dec 6 3:57 PM '90

PLAN OF LAND
IN
NOTTINGHAM, N.H.
PREPARED FOR
MARY C. SMALL
PREPARED BY
MBI ENGINEERING INC.
235 WEST ROAD # 11
PORTSMOUTH, N.H. 03801
SCALE 1" = 50'
DATE AUGUST 1990

0 25' 50' 75' 100' 150' 200'

DEED REFERANCE R.C.R. BOOK 1321 PAGE 115

OWNER OF RECORD EILEEN T. MURPHY
EXECUTRIX OF ESTATE OF
JOHN P. BURKE



LOCATION MAP
SCALE 1" = 1 MILE

"I CERTIFY THAT THE ERROR OF CLOSURE IS NO GREATER THAN 1 PART IN 10,000.

"I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES OF EXISTING OWNERSHIP OR NEW WAYS ARE SHOWN."

10/24/90 DATE
WESLEY ASPINWALL L.L.S.

STATE OF NEW HAMPSHIRE No. 542 WESLEY ASPINWALL LICENSED LAND SURVEYOR

N/F REKOWSKI

I.R. TO BE SET

N 46°-04'-04" E 563.35' 771.85' TOTAL

FND. STONE MON.

R.O.W. GRANTED HARVEY TO BURKE R.C.R. BOOK 344 PAGE 28

I.R. TO BE SET

N 46°-04'-04" E 208.49'

EDGE OF PAVEMENT

GILE ROAD

EDGE OF PAVEMENT

N/F BERTRAM

N/F MONTI

N/F ROLLING ACRES REALTY TRUST

TAX MAP 40
TAX LOT 8
AREA = 245,736.87
5.64 ACRES

N/F PERKINS

354.00'

N 42°-49'-02" W

PERAMBULATION MARKINGS ON LEDGE OUTCROP ON LAND OF BECKMAN LINE BETWEEN TOWN OF NOTTINGHAM AND LEE N.H.

S 40°-3'-47" W

NOTTINGHAM N.H.
LEE N.H.

806.47'

D.H. FND.

D.H. FND.

I.P. FND.

S 43°-05'-25" E 270.69'

N/A 873.7

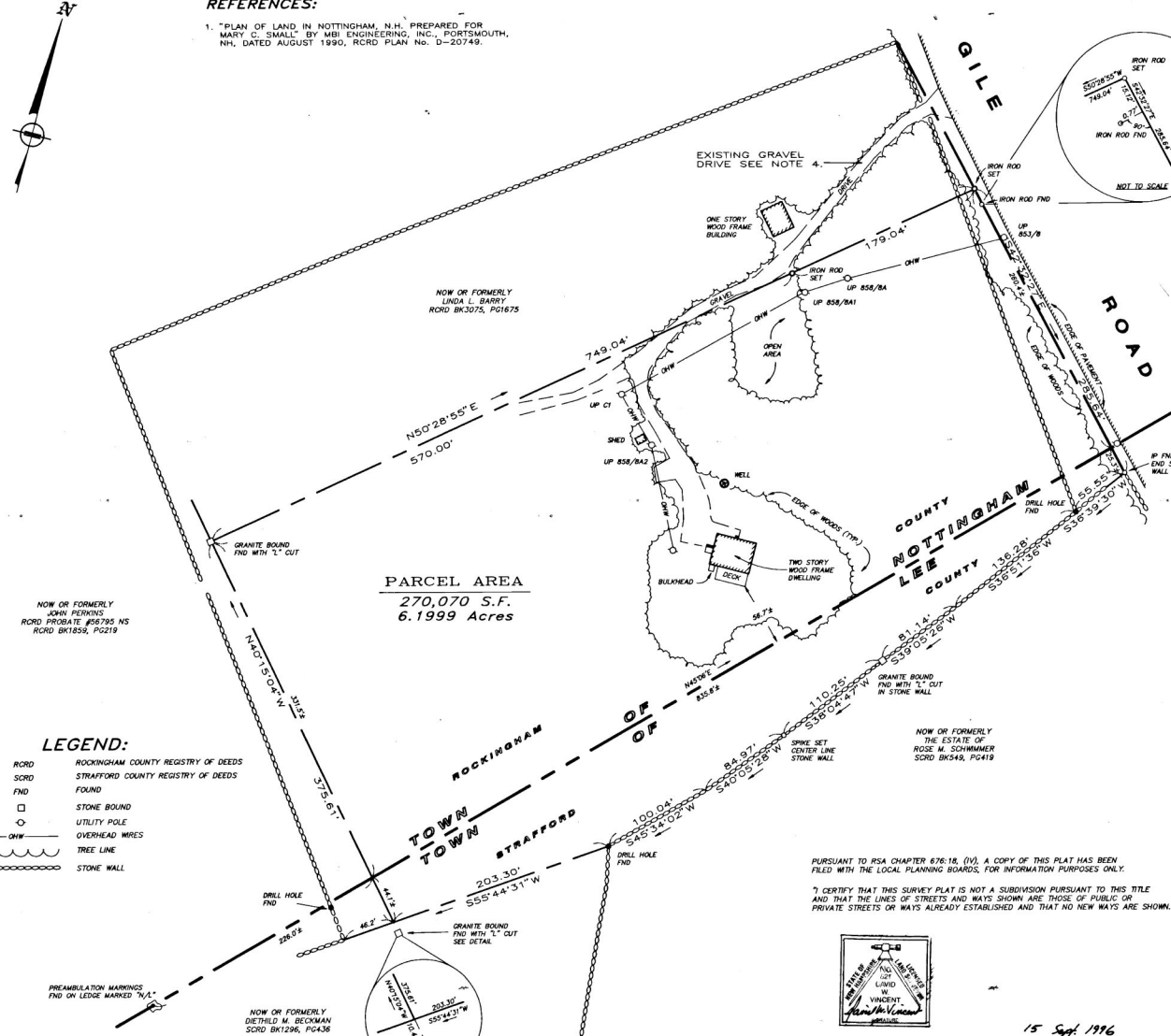
N/F BECKMAN

N/F WHITE

D-20749

REFERENCES:

1. "PLAN OF LAND IN NOTTINGHAM, N.H. PREPARED FOR MARY C. SMALL" BY MBI ENGINEERING, INC., PORTSMOUTH, NH, DATED AUGUST 1990, RCRD PLAN No. D-20749.



LEGEND:

RCRD	ROCKINGHAM COUNTY REGISTRY OF DEEDS
SCRD	STRAFFORD COUNTY REGISTRY OF DEEDS
FND	FOUND
□	STONE BOUND
○	UTILITY POLE
—OHW—	OVERHEAD WIRES
	TREE LINE
	STONE WALL

PURSUANT TO RSA CHAPTER 676:18, (IV), A COPY OF THIS PLAT HAS BEEN FILED WITH THE LOCAL PLANNING BOARDS, FOR INFORMATION PURPOSES ONLY.

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

STATE OF NEW HAMPSHIRE
No. 1021
LIMID W. VINCENT
LICENSED LAND SURVEYOR
SIGNATURE

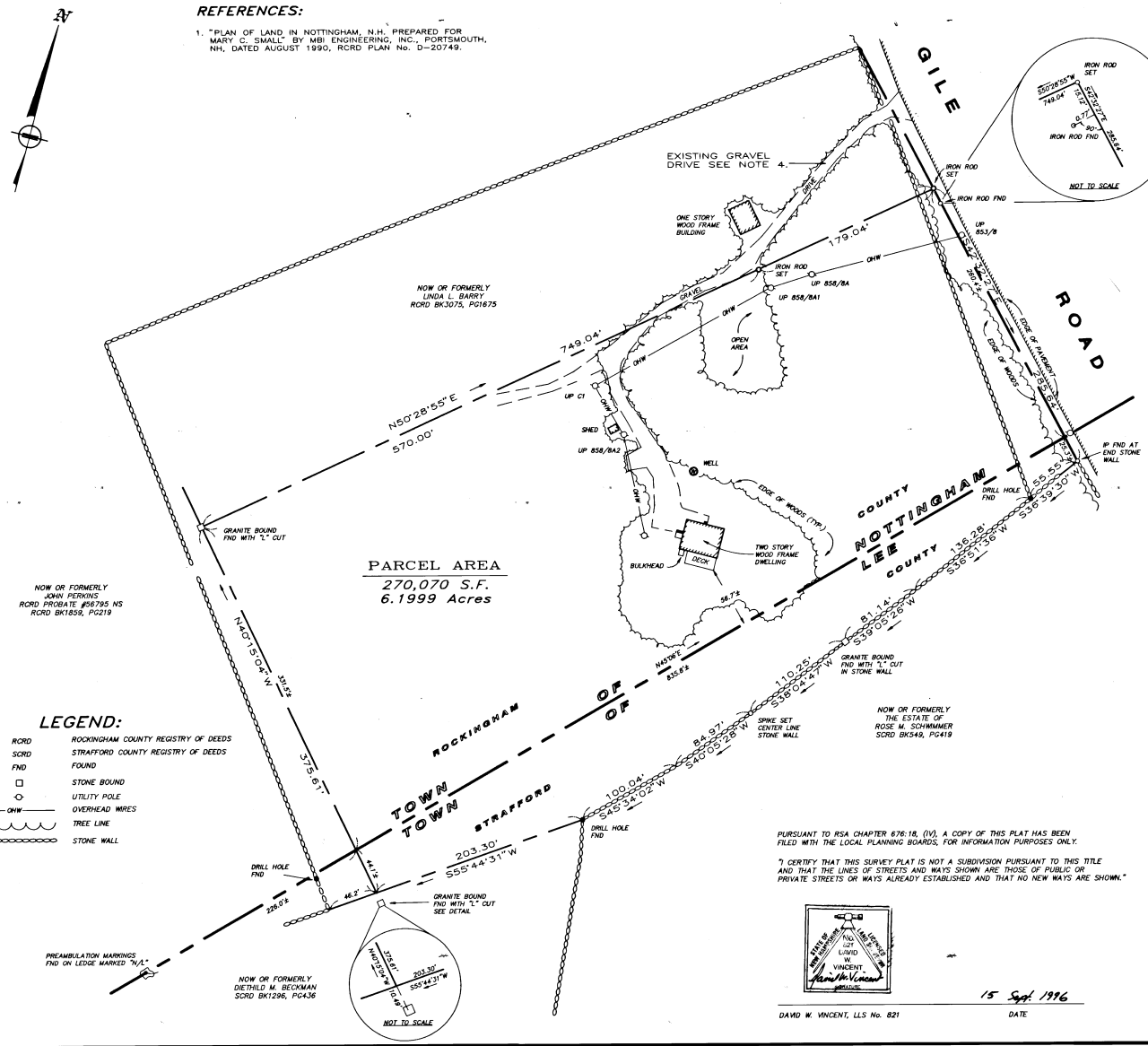
15 Sept. 1996

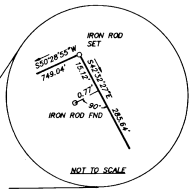
Printed from Internet for on 2/4/2015

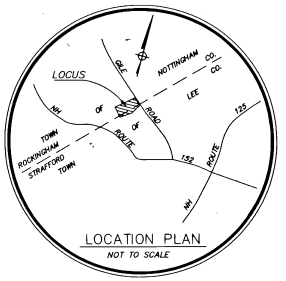
Sep 24 10 15 AM '96 0044443

REFERENCES:

1. "PLAN OF LAND IN NOTTINGHAM, N.H. PREPARED FOR MARY C. SMALL" BY MBI ENGINEERING, INC., PORTSMOUTH, NH, DATED AUGUST 1990, RCRD PLAN No. D-20749.







LEGEND:

RCRD	ROCKINGHAM COUNTY REGISTRY OF DEEDS
SCRD	STRAFFORD COUNTY REGISTRY OF DEEDS
FND	FOUND
□	STONE BOUND
○	UTILITY POLE
OHW	OVERHEAD WIRES
	TREE LINE
	STONE WALL

NOTES:

1. PARCEL IS SHOWN AS LOT 8 ON THE TOWN OF NOTTINGHAM ASSESSOR'S MAP 40.
2. PARCEL IS NOT LOCATED IN A FLOOD HAZARD ZONE AS DEPICTED ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD HAZARD BOUNDARY MAP FOR THE TOWN OF NOTTINGHAM, NEW HAMPSHIRE, COMMUNITY-PANEL NUMBER: 330137 0004 B, MAP REVISED: SEPTEMBER 7, 1979.
3. PARCEL IS SUBJECT TO A AN EASEMENT TO PUBLIC SERVICE OF NEW HAMPSHIRE DESCRIBED IN RCRD BK1381, PG300.
4. PARCEL HAS THE RIGHT TO PASS WITH CARS AND TEAMS FROM THE GILE ROAD, SO CALLED, ON THE PATH NOW EXISTING AS DESCRIBED IN RCRD BK966, PG458 AND BK994, PG28.
5. OWNER OF RECORD: MARK L. FARETRA AND SUSAN J. FARETRA (FORMERLY KNOWN AS SUSAN. J. ROTH) 181 GILE ROAD NOTTINGHAM, NH RCRD BK2860, PG1297
6. TOTAL PARCEL AREA: 270,070 S. F. 6.1999 Acres

NOTTINGHAM	LEE
223,220 S.F.±	46,840 S.F. ±
5.1 Acres±	1.1 Acres±

PURSUANT TO RSA CHAPTER 676:18, (IV), A COPY OF THIS PLAT HAS BEEN FILED WITH THE LOCAL PLANNING BOARDS, FOR INFORMATION PURPOSES ONLY.

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN."

15 Sept. 1996

DAVID W. VINCENT, LLS No. 821 — DATE

PLAN OF LAND

PREPARED FOR

MARK L. AND SUSAN J. FARETRA

181 GILE ROAD

COUNTY OF ROCKINGHAM

NOTTINGHAM, NH

AND

COUNTY OF STRAFFORD

LEE, NH

FEET 50 0 25 50 100 200

METERS 0 5 10 20 40 60

SCALE: 1"= 50' DATE: SEPTEMBER 11, 1996

DAVID W. VINCENT, LLS
LAND SURVEYING SERVICES
5 POWERS DRIVE
BARRINGTON, NH 03825-3350
(603)-664-5786

DWG: 9502MAIN
FB: 1

9502

D-24913

Printed from Internet for on 2/9/2015

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MAY 7 10 31 AM '98

00028449

No.	Bearing	Distance
L1	S61°56'02"W	91.49'
L2	N42°26'48"W	62.32'
L3	N39°23'40"W	102.60'
L4	N34°03'07"W	42.58'
L5	N51°10'51"E	84.18'
L6	N42°28'52"E	50.01'
L7	N35°46'06"E	34.95'
L8	N31°40'36"E	65.98'
L9	N43°18'58"E	90.65'
L10	N39°01'08"E	63.51'
L11	N52°12'53"E	103.86'
L12	S75°03'10"E	32.62'
L13	S46°53'11"E	18.00'
L14	S36°11'46"E	34.26'
L15	S51°01'35"E	64.42'
L16	S55°57'07"E	68.15'
L17	S31°49'56"E	13.33'
L18	S13°17'59"E	59.76'
L19	S28°11'49"E	56.28'
L20	S36°22'05"E	58.29'
L21	S47°41'10"E	104.37'
L22	S44°25'52"E	105.95'
L23	S41°51'41"E	70.25'

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	91°36'31"	25.00	39.97	35.85	N06°24'36"E
C2	93°44'02"	25.00	40.90	36.49	N80°55'08"W
C3	101°32'13"	25.00	44.30	38.73	S77°01'02"E
C4	177°09'57"	100.00	309.21	199.94	N65°10'06"E
C5	104°22'16"	100.00	182.16	158.00	N75°36'01"W

NOTES:
UTILITY SYSTEMS WILL BE ABOVE GROUND.

NO LOTS CAN BE SOLD OR TRANSFERRED UNTIL ASSOCIATED ROADS ARE COMPLETE, EXCEPT LOT 2, HAVING FRONTAGE ON GILE ROAD.

A LETTER OF CREDIT FOR $ 13,000.00 TO COVER GILE ROAD REPAIRS (IF DAMAGED) MUST BE IN PLACE BEFORE CONSTRUCTION OF "FOX RUN ROAD" CAN BEGIN.

MAP 40 LOT 5
N/F WILLIAM J. KELLY Jr.
7660 SANDERLING ROAD
SARASOTA, FL
BK 2461 PG 1073

MAP 25 LOT 18
N/F DOROTHY LAVOIE
126 GILE ROAD
EPPING, N.H.
BK 2462 PG 643

N/F
PIERRE & ANNE BOY
BK 1950 PG 441
SEE PLAN D-6859

MAP 19 LOT 4-0
N/F CARL S. & MARY ANNE LOWSON
41 KELSEY ROAD, LEE, N.H.
BK 1539 PG 388

LOT 1
99712 S.F.
2.29 Ac.

LOT 2
87244 S.F.
2.00 Ac.

LOT 3
92970 S.F.
2.13 Ac.

LOT 4
87120 S.F.
2.00 Ac.

LOT 5
103675 S.F.
2.38 Ac.

LOT 6
87120 S.F.
2.00 Ac.

LOT 7
1008609 S.F.
23.15 Ac.

LOT 8
240681 S.F.
5.53 Ac.

FOX RUN ROAD 886.13' 1107.27'

NOTTINGHAM LEE TOWN LINE

GILE ROAD

APPROXIMATE 100 YR. FLOOD ZONE A

MAP 41 LOT 4
N/F NORMA PERRIN'S
16 R.I. 152
BK 1859 PG 219

MAP 40 LOT 9
N/F ANDREW D. REKOWSKI
91 EVERGREEN AVE.
BRAINTREE, MA

MAP 40 LOT 8
N/F MARK L. & SUSAN J. FARETRA
181 GILE ROAD, EPPING, N.H.
BK 2860 PG 1297
SEE PLAN D-20749

MAP 22 LOT 7
CRAIG B. WILLIAMS
P.O. BOX 100, RT. 108
NEWFIELDS, N.H.
BK 1572 PG 358

MAP 19 LOT 2-2
N/F ROLLING ACRES REALTY TRUST
C/O ROBERT DIBERTO
74 DURHAM ROAD, MADBURY, N.H.
BK 1150 PG 142
SEE PLAN 19A - 54

MAP 19 LOT 2-1
N/F ROLLING ACRES REALTY TRUST
C/O ROBERT DIBERTO
74 DURHAM ROAD, MADBURY, N.H.
BK 1042 PG 227
SEE PLAN 19A - 54

NO PRIMARY RESIDENCE BUILDINGS TO BE BUILT IN THE TOWN OF LEE

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

APPROVED BY THE TOWN OF NOTTINGHAM, N.H.
DATE July 2, 1997 Mylar signed May 6 1998
Earle B. Rowden, Chm
Jon Lyonnais
Andrea S. Heyn
for Caron

APPROVED BY THE TOWN OF LEE, N.H.
DATE 2/12/97
Gilbert W. Downing, Chm

NOTES:

OWNER OF RECORD: THE BERTRAM REALTY TRUST, GARY E. & LEANN D. BERTRAM, P.O. BOX 195, BARRINGTON, N.H. 03825. BK 3001 PG 2873. TOTAL AREA = 1892751± S.F., 43.45 Ac.

PLAN REFERENCES: SEE " FEB. 1968 SKETCH MAP OF LAND IN NOTTINGHAM AND LEE, N.H. FOR IRENE GOOCH " HAND COMPASS & STEEL TAPE, BY DAVID R. NOYES, NORTHWOOD, N.H.

SEE " PROPERTY OF PIERRE & ANNE BOY, LEE & NOTTINGHAM, N.H. " MARCH 1977, SCALE 1" = 100' COMPASS - TAPE TREVERSE BY M. E. JENKINS, LEE, N.H. R.C.R.D. PLAN # D-6859

SEE " SUBDIVISION OF LAND OF THE MILTON HUBLEY PROPERTY IN LEE, N.H., SCALE 1" = 200', OCTOBER 9, 1979 " PREPARED BY BRUCE L. POHOPEK, LAND SURVEYORS, DOVER, N.H. S.C.R.D. PLAN # 19A - 54

SEE " PLAN OF LAND IN NOTTINGHAM, N.H. PREPARED FOR MARY C. SMALL " PREPARED BY MBI ENGINEERING INC., PORTSMOUTH, N.H. SCALE 1" = 50' AUGUST 1990. R.C.R.D. PLAN # D-20749.

THIS PROPERTY IS NOT LOCATED IN THE NOTTINGHAM AQUIFER AREAS

THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS. ERROR OF CLOSURE OF SURVEY IS 1 IN 27314.

STATE SUBDIVISION APPROVAL NO SA1997000132.

RECORD PLAN
SHEET 1 OF 5

LOCUS
1" = 2000'

SUBDIVISION PLAN OF LAND
IN
NOTTINGHAM & LEE, N.H.
MAP 40 LOT 6, GILE ROAD
AS DRAWN FOR

THE BERTRAM REALTY TRUST
69 SOUTH ROAD
BRENTWOOD, N.H. 03833

PAUL F. NICHOLS PE, LS
9 ACORN DRIVE
KINGSTON, N.H. 03848
603-642-4750

DATE:	JUNE 1994
SCALE	1" = 100'
DRAWN BY:	HAL
CHECKED BY:	PFN
REVISED:	06/17/96
REVISED:	07/25/96
REVISED NOV. 12, 1996	
REVISED MAR 24, 1997	
REVISED: APR 14, 1997	
REVISED MAY 9, & JUNE 8, 1997	
JOB NO.	300-94 BERTRAM

D-26241 Sheet 1 of 2

STATE OF NEW HAMPSHIRE

STRAFFORD COUNTY SUPERIOR COURT

Diethild M. Beckman

v.

Mark L. Faretra, Susan J. Faretra, and David W. Vincent

Docket No. 219-2014-CV-360

ORDER ON THE MERITS

The plaintiff Diethild M. Beckman ("Mrs. Beckman") brings this action against the defendants Mark L. and Susan J. Faretra (the "Faretras") and David W. Vincent ("Vincent") (collectively the "defendants"), asserting a claim for slander of title and seeking to quiet title to certain property. In response, the Faretras brought a counterclaim seeking to quiet title to the same property and requesting injunctive relief. Mrs. Beckman's claims and the Faretras' counterclaims arise out of a dispute concerning a tract of land located in Lee. The court attended a view of the property and held a bench trial on May 6, 9, 17, 19, and 20, 2016. The parties thereafter submitted post-trial memoranda and requests for findings of fact and rulings of law. (Court index #79–81, 83.) After considering the facts adduced at trial, the parties' arguments, and the applicable law, the court quiets title to the disputed tract in the Faretras as against Mrs. Beckman.

FACTUAL FINDINGS

I. Description of the Properties at Issue

The disputed tract in this case is an irregularly shaped, elongated parcel comprised by approximately 6/10th of an acre bounded by three properties: a parcel owned by Mrs. Beckman located at Tax Map 22 Lot 8-0 in Lee (the "Beckman property"); a parcel owned by the Faretras located at Tax Map 40 Lot 8-1 in Nottingham (the "Faretra property"); and a parcel owned by

85

Craig Williams located at Tax Map 22 Lot 7 in Lee (the "Williams property"). (Pl.'s Ex. 11; Defs.' Exs. V-52-A at I9, V-60.) The Beckman property consists of approximately 12 acres, is roughly triangular in shape, and lies northerly of State Route 152 and westerly of the disputed tract. (Pl.'s Exs. 13, 17.) The Williams property lies directly east of the Beckman property, north of State Route 152, west of Gile Road, and south of the disputed tract. (Defs.' Ex. V-60.) It consists of approximately 38 acres. A stone wall runs along its western and northern boundaries. (Id.) The Faretra property lies northeasterly of the Beckman property, north of the Williams properties, west of Gile Road, and east of a dirt pathway known as Old Gile Road; it is more or less trapezoidal in shape and consists of approximately 5.5 to 6 acres. (Pl.'s Exs. 6 at 3, 11; see also Defs.' Ex. V-52-A at I1.)

The town line between Nottingham and Lee, which is also the county line between Rockingham and Strafford (hereafter the "Town/County line"), passes through the area. Specifically, proceeding in a northeasterly direction, the Town/County line runs in a straight line from a point near Route 152, passing through one perambulation marker[1] that lies southwest of the Faretra property, and proceeding to a second perambulation marker that lies approximately 5,494 feet to the northeast. (See Pl.'s Exs. 15 at 2–9, 16 at 5 (Town of Lee perambulation reports).) Because of the significant distance between the two perambulation markers, they are not simultaneously visible on the ground from any single point. The northeasterly corner of the Williams property is marked by an iron pin in the stone wall and lies approximately twenty-five feet southeast of the point where the Town/County line meets Gile Road. This is the closest point between the Town/County line and the stone wall.

[1] Towns have been required to perambulate their boundaries on a periodic basis since 1793. See Statute of February 8, 1791 ("the lines between Towns shall be perambulated and marks and bounds renewed within two years from the passing of this Act and once every seven years forever"). The perambulation marker to the southwest of the Faretra property has been utilized since at least 1850 and is described as an exposed piece of ledge. Several dates of perambulation are etched into the ledge. (Pl.'s Ex 15 at 8 (1850 perambulation report referencing marker)).

The parties dispute the location of the boundary line between the Beckman and Faretra properties. Mrs. Beckman asserts that the boundary line is the Town/County line as it is reliably known today. In contrast, the Faretras assert that the boundary line is the stone wall that runs along the northerly edge of the Williams property. Accordingly, both Mrs. Beckman and the Faretras claim ownership of the area between the Town/County line and the stone wall. (See Pl.'s Exs. 11, 17.) This area is wooded, as is the Faretra property; in contrast, the portions of the Beckman and Williams properties near the disputed area are not wooded. The three properties and the disputed area are depicted in the figures below.

Figure 1: location of relevant properties

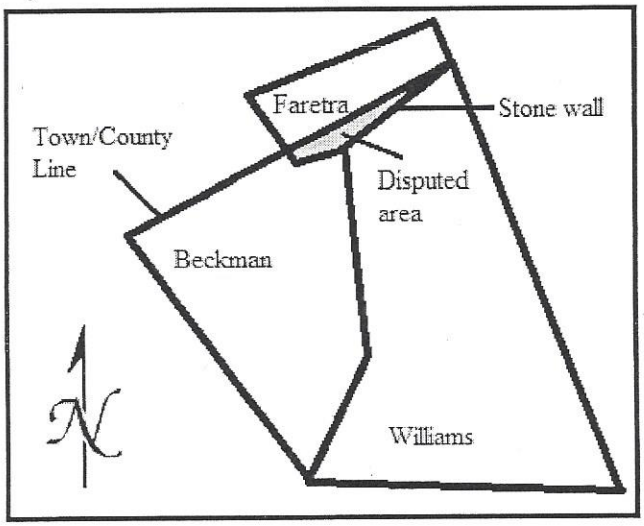
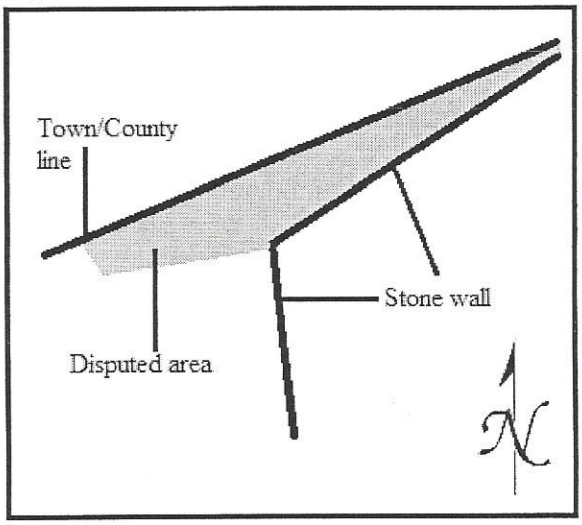


Figure 2: close view of disputed tract



These figures are included for demonstrative purposes only. They do not represent the precise boundary lines of the parties' properties and are not to scale.

II. Williams Chain of Title

The Williams chain of title is important primarily because of its north and west boundary descriptions involving the stone walls. The Williams property reaches back to the time of kings—specifically, to "the twelfth year of his Majesty's Reign . . . 1771" when Philbrick Barker[2] purchased a parcel of land from Joseph Clark. (Defs.' Ex. V-10.) This parcel included,

[2] The record before the court contains various spellings of Barker's first name. (See Defs.' Exs. V-9–V-10, V-52-A at I1.) For ease of reference, the court uses the spelling as it appears in the 1771 deed.

among other lands, the Williams property. (See Defs.' Exs. V-7–V-10.) The 1771 deed described the land conveyed as bounded:

> Southerly by a Highway that leads from Lee to the Great Falls so called and Westerly by John Emerson's Land and Northerly partly by Land belonging to the Heirs of Benjamin Fox deceased and partly by Land of William Nealey and Easterly by land of Samuel Sias and Elijah Dinbow and Ichabod Whitten.

(Defs.' Ex. V-10.) In 1783, Philbrick Barker conveyed the parcel to Jeremiah Ladd. (Defs.' Ex. V-9 at 1–2.) Like the 1771 deed, the 1783 deed to Jeremiah Ladd described the property as bounded by abutters. (See id. at 1–2 (using same format for description, but naming Samuel Emerson as current westerly abutter and naming John Sias and Charles Rundlet as current easterly abutters).) Jeremiah Ladd devised the parcel to his son Daniel Ladd by will. (See Defs.' Ex. V-8 at 1–2.) In 1821, Daniel Ladd conveyed the parcel to Sherburne Fogg[3] along with other land he had acquired. (Id.) Sherburne Fogg subsequently conveyed these collective lands to Asa Allen by deed in 1837. (Defs.' Ex. V-7.) The 1837 deed lists "Charles Allen [and] the heirs of Jacob Cilley" as westerly abutters. (Id.)

Although the timing and circumstances are somewhat unclear, ownership of the property was transferred to David Lang sometime between 1837 and 1883.[4] Additionally, in or around 1850, a new road, now known as Gile Road, was laid out across the property. (See Defs.' Ex. V-52-A at I4.) Gile Road today is the easterly boundary of the Williams property.

In 1883, the estate of David Lang conveyed the lands to the west of Gile Road to Sarah H. Kenerson.[5] (Defs.' Ex. V-6.) This is now the land comprising the Williams property. The 1883 deed describes the property as bounded "Westerly by land of Charles Allen, Northerly by

---

[3] The record before the court contains various spellings of Fogg's first name. (See Defs.' Exs. V-7–V8, V-52-A at I3.) For ease of reference, the court uses the spelling as it appears in the 1821 deed.

[4] The record before the court does not contain a deed conveying the property from Asa Allen to David Lang or referencing a transfer by probate. However, there appears to be no dispute that the property was, in fact, transferred.

[5] The record before the court contains various spellings of Sarah's surname. (See Defs.' Exs. V-5–V6, V-52-A at I4.) For ease of reference, the court uses the spelling as it appears in the 1883 deed.

land of said Allen, Easterly by the new road, so called, [and] Southerly by road leading from Lee Depot to Harvey's Mills." (Id.) Title subsequently passed to Frank and Ezra Kenerson,[6] who then conveyed the Williams property to Anna Lang in 1913. (Defs.' Ex. V-5.) That same year, Anna Lang transferred the property to William H. Lee. (Defs.' Ex. V-4.) Both of the 1913 deeds included calls for Charles Allen as the westerly and northerly abutter. (Defs.' Exs. V-4–V-5.) William H. Lee subsequently conveyed the Williams property to Edward Bowen by deed in 1943. (Defs.' Ex. V-3.) The 1943 deed described the Williams property as bounded "Westerly and Northerly by land formerly of Charles Allen; Easterly by the New Road, so-called; [and] Southerly by the road leading from Lee Depot to Harvey's Mills." (Id.)

The Williams property was transferred multiple times, both by deed and through probate, over the following fifty years. (See Defs.' Ex. V-52-A at I9.)[7] Throughout this time period, the property was described in a manner consistent with the 1943 deed from William H. Lee to Edward Bowen. (See Defs.' Ex. V-2–V-3.) Ultimately, the Williams property was conveyed to Craig B. Williams by deed in 1991. (Defs.' Ex. V-2.) This deed describes the property as bounded "Westerly and Northerly by land formerly of Charles Allen; Easterly by the New Road, now known as Gile Road; Southerly by the road leading from Lee Depot to Harvey's Mills[,] now known as New Hampshire Route 152." (Id.)

III. Beckman Chain of Title

The chain of title for the Beckman property stretches back to 1796 when Samuel Emerson conveyed the property by deed to Samuel Allen. (Defs.' Ex. V-22 at 1–2.) The 1796 deed provided that the property was bounded as follows:

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[6] The record before the court does not contain a deed conveying the property to Frank and Ezra Kenerson or referencing a transfer by probate. However, there appears to be no dispute that the property was, in fact, transferred.

[7] Although not provided to the court, deeds evidencing these transfers are recorded at the Strafford County Registry of Deeds at Book 527/Page 450–51, Book 549/Page 419, Book 1526/Page 626, and Book 1572/Page 358.

> beginning at the southwest corner of Jeremiah Ladd's Land thence westerly by said Ladd's Land to land belonging to [unreadable] Fox[']s heirs thence by said Fox[']s Land southerly to the road thence southerly and easterly by the road to the bounds first mentioned. . . .

(Id.) In 1829, Samuel Allen conveyed the Beckman property to Charles Allen. (Defs.' Ex. V-21.) The 1829 deed described the Beckman property as bounded "Easterly by [Jonathan] Fogg's land[,] northerly by the Fox land so called[, and] westerly by [the] road [leading from the Mills to Jonathan Fogg's land]." (Id.) Charles Allen subsequently conveyed the property to Joseph P. Harvey and Mary E. Harvey in 1886. (Defs.' Ex. V-20.) The 1886 deed described the Beckman property as bounded "Easterly by [the land of Ezra Kenerson,] northerly by the Fox land, so called, and westerly by [the road leading from the Mills to Kenerson's land]." (Id.)

Joseph W. Harvey subsequently inherited the Beckman property. (See Defs.' Ex. V-19 at 1.) In 1939, he deeded the property to William H. Wells and Miriam B. Wells. (Id. at 1–2.) The 1939 deed provided that the property was bounded as follows:

> Commencing at said Main Road at the Town and County line, and at land formerly of one Fox; thence Easterly by said Main Road to land formerly owned by Ezra Ken[erson] at the end of a stonewall; thence Northwesterly by said Ken[erson] land following the line of said stonewall to said Town and County line and land formerly of Fox; thence Southwesterly by said Town and County line to point of beginning.

(Id.) William and Miriam Wells then conveyed the Beckman property—by deed using this same description—to Johannes A. Johnson and Marion L. Johnson in 1955. (Defs.' Ex. V-18 at 1–2.)

In 1965, Johannes and Marion Johnson conveyed the Beckman property by deed to Mrs. Beckman and her husband Jere Beckman. (Defs.' Ex. V-17.) The 1965 deed described the Beckman property as:

> Commencing at said Main Road at the Town and County line, and at land formerly of one Fox; thence Easterly by said Main Road to land formerly owned by Ezra Ken[erson] at the end of a stonewall; thence Northwesterly by said Ken[erson] land following the line of said stonewall to said Town and County line to point of beginning.

(Id.) The 1965 deed description omits the language from the 1939 deed describing the northwesterly border of the Beckman property whereby the line of the stone wall is to be followed to said Town and County line "and land formerly of Fox; thence Southwesterly by said Town and County line" to the point of beginning. This omission appears to be a mistake: without the language, the lot does not close; with the language, the boundary turns in a southwesterly direction upon reaching the former land of Fox. There is no description in either deed calling for the boundary to turn easterly along a stone wall upon reaching the land formerly of Fox. In addition, the 1965 deed, like its predecessor deeds, does not indicate that the stonewall should be followed to an iron pin or to the Gile Road, as does the Williams chain of title.

In 1987, the Beckmans conveyed the property to Mrs. Beckman. (Defs.' Ex. V-16 at 1–2.) The property was foreclosed upon in 1994, and a deed to the Beckman property was issued to one Nelson Bolstridge.[8] (Defs.' Ex. V-14.) In 1996, Nelson Bolstridge conveyed the Beckman property to the Beckmans' sons Erik and Pieter. (Defs.' Ex. V-13 at 1–3.) In 2003, Erik and Pieter transferred the property to Mrs. Beckman and Pieter. (Defs.' Ex. V-12 at 12.) Pieter subsequently transferred his interest in the property to Mrs. Beckman later that year. (Defs.' Exs. V-11 at 1–2.) The 1987, 1994, 1996, and 2003 deeds describe the Beckman property in a manner consistent with the 1965 deed from Johannes and Marion Johnson to the Beckmans. (See Defs.' Exs. V-11–V-14, V-16–V-17.)

[8] Though title to the Beckman property was transferred from the Beckmans at this time, they have remained living on the property since their initial purchase in 1965. The conveyance appears to have been largely for the purpose of avoiding dispossession following the foreclosure.

IV. Faretra Chain of Title

The chain of title for the Faretra property extends back to 1804 when Paul Gerrish purchased a parcel of land from Samuel Fox.[9] (Defs.' Ex. V-33-A.) The 1804 deed described the parcel as bounded "Southwesterly on [Old Gile Road] and to extend Northeasterly carrying the length of the Southerly half of said Lot until it shall complete . . . thirty four acres." (Id.) In 1817, Thomas Gerrish inherited a 24 acre tract of this parcel from Paul Gerrish's estate; the remainder of the parcel was devised to others. (Defs.' Ex. V-34-A at 4.) The relevant probate documents described Thomas Gerrish's 24 acre tract as: "Twenty four Acres of the Fox Land being the whole of the remainder of said Land binding westerly on the staked line by the twenty nine acres set to . . . Paul Gerrish and bounded on the east by the wall against Land of Samuel Allen and Land of Daniel Ladd." (Id.) Thomas Gerrish subsequently sold the tract to Jacob Cilley in 1822. (Defs.' Ex. V-33.)

Charles Allen obtained title to the tract in 1841. (Defs.' Exs. V-30–V-32.) The deed to Charles Allen describes the tract as follows:

> beginning at the Southwesterly corner of Mark Giles land on the Easterly side of [Old Gile Road], thence by said Giles land Easterly and Southerly to land of Asa Allen thence by said Asa Allen land to land of Charles Allen thence by said Allen land to the Road aforesaid thence by said road to the bounds first mentioned.

(Defs.' Ex. V-30.) The tract subsequently passed through probate to Louise K. Allen in 1889, then to Joseph W. Harvey in 1925.[10]

In 1940, Joseph W. Harvey conveyed a portion of the tract to Raymond F. Burke. (Defs.' Ex. V-29.) The 1940 deed described this portion as:

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[9] From the evidence before the court, it appears Samuel Fox or his predecessors of the same surname had extensive land holdings in the area in addition to the Faretra property. The parties have not provided the court with a chain of title to the Fox land. Likewise, with the exception of the 1804 deed to the Faretra property, they have not provided the court with any deeds conveying Fox's land.

[10] Although the relevant probate files are not contained in the record, there is no dispute that these transfers occurred.

> Beginning at a stone post on the land of W. H. Lee on the Nottingham, Lee town line thence northwesterly about 118 yards to another stone post; thence southwesterly about 190 yards to a stone post; thence southeasterly about 118 yards to a stone post on the land of William Wells; thence north[ea]sterly by the said town line to the bounds begun at . . . .

(Id.) Joseph W. Harvey also conveyed a second, smaller portion of the tract to Raymond F. Burke in 1946. (Defs.' Ex. V-28.) This smaller portion was "bounded northeasterly by the Gile Road so-called; southeasterly by the Nottingham-Lee town line; Southwesterly by land of . . . [Raymond F.] Burke and northwesterly by land of Charles Breadmore." (Id.)

Raymond F. Burke conveyed both portions of the tract which ultimately became the Faretra property, to Mary C. Burke in 1950. (Defs.' Ex. V-27.) The 1950 deed described the Faretra property as:

> Beginning at a stone post on the Nottingham-Lee town line and running generally northwest 118 yards to a stone post; thence generally northeast 190 yards to a stone post and in the same direction to the Gile Road so-called; thence by the said Gile Road to the Nottingham-Lee Town line; thence southwesterly by said Nottingham-Lee town line to the bound begun at . . . .

(Id.) Mary C. Burke conveyed the Faretra property to John P. Burke in 1954 by deed using this same description. (Defs.' Ex. V-26 at 1–2.) In 1960, John P. Burke conveyed the property back to Mary C. Burke. (Defs.' Ex. V-25 at 1–2.)

In 1990, after Mary C. Burke's death, her heirs conveyed the Faretra property to the Faretras. (Defs.' Ex. V-24 at 1–3.) The 1990 deed described the Faretra property as being bounded as follows:

> Beginning at Gile Road, at the southeast corner of the within described premises at an iron pin found; thence continuing S 40-3-47 W a distance of 806.47 along the town line between Nottingham and Lee New Hampshire to a drill hole in a stone wall; thence N 42-48-02 W a distance of 354.00 feet along said stone wall and land now or formerly of Perkins to an iron rod to be set in said stone wall; thence N 46-04-04 E a distance of 563.35 feet along land now or formerly of Rekowski to a stone hub found; thence N 46-04-04 E a distance of 208.49 feet along said Rekowski land to a point; thence S 49-05-25 E a distance of 207.68 feet along Gile Road to the point of beginning.

(Id. at 3.) In 1996, after enlisting Vincent to conduct a survey of the Faretra property, the Faretras executed a quitclaim deed to themselves replacing the property description from the 1990 deed with one that is consistent with the survey and granting to themselves title to the disputed tract. (Defs.' Ex. V-23.)

V. Depictions of the Relevant Properties

Over the years, the relevant properties have been depicted in various surveys, plans, sketches, and maps. In the mid-1900s, the State of New Hampshire was mapped for the purpose of locating certain types of plants in an effort to eradicate white pine blister rust, a fungal disease with the potential to cause severe damage to white pine trees. A blister rust control map for the Town of Lee was created in 1950 and depicts the stone wall on the Williams property as lying south of the Town/County line. (Pl.'s Ex. 7 at 7–8.)

Around the time the Beckmans purchased their property in 1965, Mr. Beckman researched the chain of title to the Beckman property. Based on language contained in the deeds uncovered by his research, Beckman sketched the boundaries of the Beckman property. (Defs.' Ex. V-67-1.) This sketch does not include the disputed tract as being part of the Beckman property. (Id.) Additionally, it mistakenly depicts the Town/County line in the approximate location of the stone wall on the northwesterly edge of the Williams property, as opposed to at its true location north of the stone wall. (Id.); see above at 2 (describing location of Town/County line).

In 1976, civil engineer Frank Emery prepared a current use map (the "Emery Map") for the then-owners of the Williams property to be used for tax purposes. (Defs.' Ex. V-36.) The Emery Map mistakenly depicts the Town/County line in the same location as the stone wall on the northwesterly edge of the Williams property. (Id.) Though a mistake, Emery's depiction of

the stone wall and the Town/County line as one and the same tends to support the argument that, historically, the two points were thought to be the same. The Emery Map was not recorded.

In 1980, surveyor Kenneth Moore prepared a plan of land (the "Moore Plan") for the then-owners of the Williams property. (Pl.'s Ex. 4.) Unlike the Emery Map, though also incorrect, the Moore Plan depicts the Town/County line and the stone wall as separate, but intersecting at the iron pipe at the edge of Gile Road.[11] (Id.); see above at 2 (describing location of Town/County line). As indicated earlier, the Town/County line actually passes approximately 25' northwest of the iron pin. The Moore Plan also labels the Faretras' predecessor as an abutter to the Williams property.[12] (Pl.'s Ex. 4.) The Moore Plan was not recorded.

Also in 1980, Mr. Beckman submitted an application for current use assessment to the Town of Lee. (Defs.' Ex. V-64 at 1.) Along with the application, he submitted a hand-drawn map of the Beckman property. (Id. at 2.) This map does not depict the disputed tract as being part of the Beckman property. (Id.) Although a sketch, his omission of the distinct, elongated spit of land comprising the disputed tract is indicative of his belief that the tract extending several hundred feet to Gile Road was not part of his property.

In 1990, Wesley Aspinwall prepared a survey (the "Aspinwall Survey") of the Faretra property. (Pl.'s Ex. 5.) The Aspinwall Survey mistakenly depicts the location of the Town/County line in the same manner as the Moore Plan. (Id.) It also depicts the disputed tract

[11] The Moore Plan indicates that its location of the Town/County line is approximate. Moore determined the line's location by scaling a map; he did not view either of the relevant perambulation markers.

[12] Despite labeling the Faretras' predecessor as an abutter, at trial, Moore testified that, at the time he created the Moore Plan, he believed the Town/County line to be the boundary between the Beckman and Faretra properties and, consequently, believed the disputed tract to be part of the Beckman property. His belief was based upon his review of source deeds to the Beckman property, a site view, and a walk of the Williams property's boundary lines.

as being part of the Beckman property.[13] (Id.) It was recorded at the Rockingham County Registry of Deeds, and is specifically referenced by the 1990 deed to the Faretras. (Pl.'s Ex. 5; Defs.' Ex. V-24 at 3.)

In 1992, the Beckmans submitted a current use update to the Town of Lee, using a Town of Lee tax map. (See Pl.'s Ex. 17.) Unlike Mr. Beckman's 1980 current use sketch, the tax map includes the disputed tract as being part of the Beckman property. (Id.)

In 1996, Vincent prepared a survey (the "Vincent Survey") of the Faretra property for the Faretras. (Pl.'s Ex. 11.) The Vincent Survey correctly depicts the location of the Town/County line, showing that the nearest point of the Town/County line lies approximately twenty-five feet northwest of the iron pipe at northernmost corner of the Williams property. (Id.) The Vincent Survey also depicts the disputed tract as being part of the Faretra property. (Id.) It was recorded at the Registries of Deeds in Rockingham and Strafford Counties because, according to Vincent, the Faretra property lies in both counties. (See Pls.' Exs. 9A–9B.) Although Vincent did not send a copy of the survey either to the Beckmans, their sons Erik and Pieter, or to Nelson Bolstridge, he sent a copy to the Faretras' westerly abutters. He explained that he did so because the westerly abutters actually gained some land as a result of Vincent's location of the Faretra's westerly boundary. He also acknowledged that he knew the abutter to have substantial land holdings and he hoped that the abutter would retain him to perform a survey of the abutter's

[13] The evidence demonstrates that the Aspinwall Survey has several deficiencies. It does not mathematically close, (see Pl.'s Ex. 5), fails to depict some of the monuments identified in the earlier deeds to the Faretra property, (compare id. (locating only one stone marker), with Defs.' Ex. V-27 (calling for stone posts at the southern, western, and northern corners of the Faretra property)), and improperly locates the southwestern boundary of the Faretra property at a stone wall—rather than at the called-for markers, (see Pl.'s Ex. 5; Defs.' Ex. V-29).

property.[14] (Pl.'s Ex. 10.) He explained that he did not send a copy to the Beckmans because he did not believe that they had an interest in any property covered by his survey.

In 2000, Craig Williams submitted an application for site plan review of the Williams property to the Lee Planning Board. (See Defs.' Ex. V-58 at 3.) Mr. Beckman was aware of the application and informed the Planning Board that he had no objection to the proposed project. (Id. at 4.) The site plan submitted along with the application listed the Faretras as the northwesterly abutters to the Williams property. (Defs.' Ex. V-60.)

VI. Genesis of the Present Dispute

In 2012, a friend of the Beckmans informed them of the Faretras' 1996 quitclaim deed. This prompted the Beckmans to conduct another registry search. The search revealed the 1996 quitclaim deed to the Faretra property, as well as the Vincent Survey. The Beckmans also first discovered the existence of the Aspinwall Survey around this time.

Mr. Beckman then met with the Faretras and told them that he believed the Vincent Survey incorrectly depicted the disputed boundary line between their properties. The Faretras disagreed, and this action followed.

At trial, the parties presented Vincent's testimony and the opinions of two independent expert land surveyors, Donald Wilson ("Wilson") and Mark Sargent ("Sargent").[15] Vincent offered testimony relating to his survey, among other things.[16] Vincent testified, and the court finds, that he performed a closed traverse study using standard practices. In conducting his survey, he researched the chain of title for the Faretra property, researched the chains of title for

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[14] Vincent and Mark Faretra had been coworkers since the early 1990s, and as a professional courtesy, Vincent did not bill the Faretras for his work. Additionally, Mark Faretra later became Vincent's employee. The court concludes that this relationship has no negative impact on the credibility of Vincent's work or his trial testimony.

[15] Although Moore is a professional land surveyor, he did not offer an opinion as to the current dispute.

[16] Vincent also testified that he created and recorded the Vincent Survey in good faith, and that he had no intent to harm the Beckmans' interest in the disputed tract. As noted earlier, Vincent asserted that he was unaware that the Beckmans claimed an interest in the disputed tract.

surrounding properties, visited the site, walked the boundaries of the Faretra property, attempted to locate monuments referenced in relevant deeds, and determined the location of the Town/County line.[17] He also offered testimony relating to the accuracy of his survey, and explained the basis for his determination that the stone wall at the northwesterly edge of the Williams property is the proper boundary between the Beckman and Faretra properties, and that, consequently, the Faretras own the disputed tract.

Mrs. Beckman offered the expert testimony and report of Wilson, who opined that the Vincent Survey is not accurate. Wilson explained the basis for his opinion that, contrary to the Vincent Survey, the Town/County line is the proper boundary between the Beckman and Faretra properties. He further opined that Mrs. Beckman owns the disputed tract. Wilson's opinion is based upon his review of: deeds in the Beckman chain of title dating back to 1796; deeds in the Faretra chain of title dating back to 1940; the Aspinwall Survey; the Vincent Survey; Lee-Nottingham town line perambulation reports from 1850–1976; and the blister rust control map. (Pl.'s Ex. 7 at 2–9.)[18] Wilson did not conduct a survey, walk the bounds, locate markers, or otherwise visit the site before preparing his report. With the exception of the perambulation reports and the blister rust control map, Wilson only reviewed what the Beckmans provided to him. He did not extensively research relevant deed calls as he would have done had he been retained to conduct a survey.[19]

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[17] To determine the location of the Town/County line, Vincent physically located the perambulation marker that lies southwest of the Faretra property, reviewed perambulation reports to determine the location of the next perambulation marker to the east, (see Pl.'s Ex. 15 at 2–9 (Town of Lee's 1850, 1857, 1864, 1913, 1948, and 1976 perambulation reports)), and obtained additional information from another surveyor who had recently surveyed property to the east of the Faretra property. He then used this information to calculate mathematically the location of the Town/County line; this line is, as calculated, depicted on the Vincent Survey. As noted above, the Vincent Survey accurately depicts the location of the Town/County line.

[18] The court notes that plaintiff's exhibit 7 appears to be missing page 3 of Wilson's expert report. (See Pl.'s Ex. 7 at 2–4 (page 4 appearing directly after page 2).)

[19] When questioned about his report, Wilson stated that, although some of the relevant deeds contained calls for the land of Fox, "[he] didn't attach supreme importance to that call." (Tr. Audio, May 17, 2016 at 1:45:10—1:46:11.)

The Faretras offered the expert testimony of Sargent, who testified as to the accuracy of the Vincent Survey. Sargent opined that the Vincent Survey correctly represents that the stone wall at the northwesterly edge of the Williams property is the proper boundary between the Beckman and Faretra properties, and that, consequently, the Faretras own the disputed tract. Sargent based this opinion on his view of the properties at issue, and upon his review of certain documents, including the Vincent Survey, relevant deeds, a report prepared by Vincent, Lee-Nottingham town line perambulation reports from 1850–1976, and Wilson's expert report. Sargent did not conduct a survey, but he did visit the site, walk the bounds of the Faretra property, and attempt to locate call markers.

Sargent also testified as to difficulties a layman would likely experience in attempting to locate the Town/County line from the ground. Specifically, he explained that one could readily form the mistaken belief that the Town/County line ran along the stone wall on the northwesterly edge of the Williams property. He explained that, when attempting to locate the Town/County line from the perambulation marker west of the Faretra property, his eye was drawn towards the stone wall and towards the tree line, i.e., the line of occupation. He further explained that, even though relevant perambulation reports provide the specific course of the Town/County line, a magnetic compass would not necessarily point one in the correct direction. He explained that the Earth's magnetic declination has changed over the past 150 years, and that, currently, there exists a 16 and ½ degree difference between true north and magnetic north. See Webster's Third New International Dictionary 586 (unabridged ed. 2002) (defining "declination" as "the angle formed between a magnetic needle and the geographical meridian when the needle points east or west of

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He recognized that in his work for the Beckmans, "there[] [were] a lot of calls in the deeds that [he] didn't investigate as much as [h]e could have if [he] had been asked to." (Id. at 1:45:50–1:46:04.) He explained that this was because he had some familiarity with the Fox land from prior research on other projects, and because he could not recall seeing a deed to Fox land that called for a stone wall as a southerly boundary in the relevant area.

true north"). He also explained that magnetic compasses can be further affected by the presence of granite and iron ore, both of which are common throughout New Hampshire.

ANALYSIS

The court will first address the parties' competing quiet title claims. It will thereafter address Mrs. Beckman's slander of title claim and the parties' requests for attorney's fees and costs.

I. Title to the Disputed Tract

This court is vested by statute with the equitable authority to resolve competing claims for title to real property. RSA 498:5-a (2010) provides that "[a]n action may be brought in the superior court by any person claiming title to, or any interest in, real or personal property, or both, against any person who may claim to own the same . . . and to quiet and settle title to the same . . . ." As noted above, the instant quiet title claims concern the location of the boundary line between the Beckman and Faretra properties. "The location of monuments and the determination of boundaries are questions for the [court], as the trier of fact, to decide." Groth v. Johnson's Dairy Farm, Inc., 124 N.H. 286, 290 (1983) (citation omitted); Starvish v. Farley, 115 N.H. 598, 602 (1975). As both Mrs. Beckman and the Faretras assert quiet title claims, each bears the burden of proving good title as against the other. See Riverwood Commercial Props., Inc. v. Cole, 134 N.H. 487, 490 (1991).

Determination of the boundary line between the Beckman and Faretra properties will require the court to interpret certain deeds in the chains of title to the Beckman, Faretra, and Williams properties. The interpretation of a deed is a question of law to be decided by the court. Ettinger v. Pomeroy Ltd. P'ship, 166 N.H. 447, 450 (2014). "In interpreting a deed, [the court] give[s] it the meaning intended by the parties at the time they wrote it, taking into account the

surrounding circumstances at that time." Id. (citation omitted); Chao v. Richey Co., 122 N.H. 1115, 1117 (1982). "If the terms of the deed are clear and unambiguous, those terms control how [the court] construe[s] the parties' intent." Mansur v. Muskopf, 159 N.H. 216, 221 (2009) (quotation omitted). When, however, the deed language is ambiguous or vague, the court may rely on "[e]xtrinsic evidence of the parties' intentions and the circumstances surrounding the conveyance . . . to clarify the terms." Flanagan v. Prudhomme, 138 N.H. 561, 566 (1994).

The New Hampshire Supreme Court has established certain rules of construction and orders of priority to aid in the resolution of ambiguities in deeds when resolving a boundary dispute. Chao, 122 N.H. at 1117. One such rule of construction provides that "in a description of land in a deed of conveyance, what is most material and certain shall control that which is less material and uncertain." Bowman v. Farmer, 8 N.H. 402, 403 (1836). Additionally, "a mistaken term, course, or boundary, used inadvertently in a deed, may be rejected where its effect would be to defeat the purpose of the parties to the deed." Chao, 122 N.H. at 1118 (citations omitted). By general rule, the order of priority is as follows: natural monuments, artificial monuments, courses, distances, and acreage. Id. at 1117-18 ("monument[s] will prevail over courses and distances" (citations omitted)); Mastin v. Prescott, 122 N.H. 353, 355 (1982) ("monuments on the ground control over measurements in a deed"; "natural monuments control over artificial monuments" (citations omitted)); Perkins v. Webster, 2 N.H. 287, 288 (1820) (prioritizing metes and bounds description over acreage). The underlying justification for the rule favoring monuments is that monuments, being visible and permanent, are more reliable than distances, which are not visible. Brown v. Rines, 123 N.H. 489, 492 (1983).

While these rules of construction and orders of priority aid the court in resolving ambiguities, they are not absolute; the court should not apply them inflexibly or blindly. See

Chao, 122 N.H. at 1119 (noting that one such rule was "not mandatory in the face of convincing proof of contrary intent"). Indeed, "[t]he overriding interpretive principle is that where boundaries described in a deed are inconsistent, the one which prevails will be the boundary most in accordance with the intention of the parties." 17 C. Szypszak, New Hampshire Practice: Real Estate § 5.07, at 122 (2003) (quotation and internal quotation marks omitted).

The parties have provided the court with numerous deeds to the Beckman and Faretra properties. (See Defs.' Exs. V-11–V-34-A; Pl.'s Exs. 1–3, 6, 9A–9B, 12–13.) They agree that the 1939 deed of the Beckman property from Joseph W. Harvey to William H. Wells and Mirian B. Wells is central to the present dispute.[20] The court, accordingly, begins its analysis with the 1939 deed, which provides the following description of the Beckman property:

> Commencing at said Main Road at the Town and County line, and at land formerly of one Fox; thence Easterly by said Main Road to land formerly owned by Ezra Ken[erson] at the end of a stonewall; thence Northwesterly by said Ken[erson] land following the line of said stonewall to said Town and County line and land formerly of Fox; thence Southwesterly by said Town and County line to point of beginning.

(Defs.' Ex. V-19 at 1 (emphasis added).)

The court finds that this property description is ambiguous as to the location of the disputed boundary line. By its plain language, the 1939 deed provides that the disputed boundary runs "by [the] Town and County line" between two points. (Defs.' Ex. V-19 at 1.) However, it is impossible to locate one of these two points on the ground—the point found by "following the line of [the] stonewall [on the Williams property] to said Town and County line and land formerly of Fox[,]" (id.)—because the two calls for that point are in conflict. The

[20] Although Joseph W. Harvey owned both the Beckman and Faretra properties at the time, (see Defs.' Exs. V-19 at 1–2, V-52-A at I6), the 1939 deed did not create the boundary line at issue. See Ross Properties v. Sheng, 151 Mich. App. 729, 733–34 (1986) ("The doctrine of 'merger' . . . [does] not [apply] to present interests in two separate parcels of land."); Black's Law Dictionary 1138 (10th ed. 2014) (defining "merger" as "[t]he absorption of a lesser estate into a greater estate when both become the same person's property"); cf. Restatement (Third) of Property (Servitudes) § 7.5 (WEST 2016) ("A servitude is terminated when all the benefits and burdens come into a single ownership."). The issue is the meaning of the language in the deed creating the Beckmans' easterly boundary.

evidence before the court indicates that the "land formerly of Fox," in fact, begins at a point south of the actual Town/County line, rather than at the Town/County line. (See Defs.' Exs. V-19 (indicating the Williams property is bounded "Northerly partly by Land belonging to the Heirs of Benjamin Fox"), V-34-A at 4 (indicating the portion of Fox land that is now the Faretra property is "bounded on the east by the wall against the land of . . . Daniel Ladd").)

Further, the rules of construction and orders of priority articulated above do little to aid the court in resolving this ambiguity. Both town lines and abutting land can be considered monuments, Chao, 122 N.H. at 1118; Kennett Corp. v. Pondwood, Inc., 108 N.H. 30, 33 (1967), but neither the Town/County line nor the land of Fox are readily visible on the ground. As such, the court cannot justify favoring one call over the other on the basis of the rule favoring monuments alone. See Brown, 123 N.H. at 492 ("The underlying justification for the rule favoring monuments is that monuments, being visible and permanent, are more reliable than distances, which are not visible."). Consequently, the court must look to extrinsic evidence to aid in its determination of the parties' intent as to the location of the boundary line.

Considering the extrinsic evidence presented at trial, the court finds that the call for the Town/County line in the 1939 deed was in error. That is, the parties did not intend that the call proceed to what is today known as the actual Town/County line. The court finds that the parties in 1939 believed the Town/County line to be at the stone wall which forms the northerly boundary of the Williams property. As such, the parties to the deed did not intend to include the disputed tract in the conveyance of the Beckman property.

In addition to the property description, the 1939 deed describes the Beckman property as "being the first tract conveyed to Joseph P. Harvey by deed of Charles Allen" in 1886. (Defs.' Ex. V-19 at 1); see Peaslee v. Gee, 19 N.H. 273, 277 (1848) (general descriptions in deed can aid

court in determining intent of the parties). The 1886 deed to Joseph P. Harvey does not describe the northerly boundary of the Beckman property as the Town/County line; rather, it states that the property is bounded "northerly by the Fox land[.]" (Defs.' Ex. V-20.) Indeed, all earlier conveyances of the Beckman property identified the Fox land as the property's northern boundary. (Defs. Exs. V-20–V-22.) The 1939 deed also indicates that the stone wall travels in a northwesterly direction It does not call for rather abrupt turn to a northeasterly direction. Further, it does not include a call for Gile Road, which had been in existence by that time for nearly 90 years and is a prominent feature on the ground. (See Defs.' Ex. V-19 at 1.) Collectively, this evidence establishes that the Beckman property extends only to the southern boundary of the land of Fox—i.e., to the stone wall at the northwesterly corner of the Williams property.

The court's determination is further consistent with, among other things,[21] the property descriptions contained in earlier transfers of the Beckman, Faretra, and Williams properties. The 1796 deed to Samuel Allen—the first deed in the chain of title to the Beckman property—identifies not the Town/County line, but rather the "land belonging to . . . Fox[']s heirs" as the northern boundary of the Beckman property. (Defs.' Ex. V-22 at 1–2.) Similarly, the 1817 probate transfer of the Faretra property describes the Faretra property as "bounded on the east by the wall against . . . Land of Daniel Ladd" "—the then-owner of the Williams property, as opposed to by the Town/County line. (Defs.' Ex. V-34-A at 4.) Additionally, all of the prior conveyances of the Williams property containing property descriptions indicate that the Williams property is bounded either by the Fox land or by the land of Fox's successors in title.[22] (Defs.'

[21] It is also consistent with the lines of occupation as observed on the view. As noted above, the disputed tract, like the Faretra property, is wooded, whereas the Beckman property is not wooded in this area.

[22] This is significant because the Williams property only abuts the Faretra property if the Faretra property includes the disputed tract, which lies directly northwest of the Williams property.

Exs. V-4–V-6 (calling for "land of Charles Allen" or "land formerly of Charles Allen" as northern boundary), V-7 (calling for "land of . . . the heirs of Jacob Cilley" as portion of western boundary); V-9–V-10 (calling for the "land belonging to the heirs of Benjamin Fox" as portion of northern boundary).) This evidence suggests that the parties to the 1939 deed did not intend the disputed tract, which is part of the land formerly of Fox, to be conveyed as part of the Beckman property.

The court's determination is further supported by the 1940 deed of a portion of the Faretra property from Joseph W. Harvey—the grantor of the 1939 deed of the Beckman property—to Raymond F. Burke. As noted above, this deed calls for, among other things, "a stone post on the land of W.H. Lee on the Nottingham, Lee town line[,]" (Defs.' Ex. V-29); however, it is impossible to locate this point on the ground. In 1940, William H. Lee owned the Williams property, a property that does not intersect the Town/County line. (See Defs.' Exs. V-3–V-4.) Additionally, there is no stone post located on the Town/County line in this vicinity. (See Pl.'s Ex. 11.) Rather, as observed on the view and as indicated by the Vincent Survey, a stone post is located in this area within the stone wall running along the northwesterly edge of the Williams property. The presence of the stone post in this location, as opposed to on the Town/County line, suggests that Joseph W. Harvey and the grantees of the 1939 and 1940 deeds mistakenly believed that the relevant portion of the stone wall sat on the Town/County line. Indeed, Sargent's credible testimony at trial makes clear that such a mistaken belief would not have been unreasonable.

A number of the relevant surveys, maps, and sketches lend additional support to the court's determination that the disputed tract is part of the Faretra property. (See Defs.' Exs. V-60 (Williams property site plan listing the Faretras as the northwesterly abutters to the Williams

property), V-64 at 2 (not including disputed tract in depiction of Beckman property), V-67-1 (Mr. Beckman's sketch of the Beckman property depicting the property as not including the disputed tract); Pl.'s Exs. 4 (labeling the Faretras' predecessor as an abutter to the Williams property), 11 (Vincent Survey including disputed tract in depiction of Faretra property). Others evidence the likelihood of confusion as to the location of the Town/County line. (See Defs.' Ex. V-36 (Emery map depicting the Town/County line as being located along the stone wall at the northwesterly edge of the Williams property); Pl.'s Ex. 4 (depicting the Town/County line as intersecting the stone wall at an iron pipe at the edge of Gile Road).) While some of the depictions produced at trial arguably support Mrs. Beckman's claim, "[t]he evidence in disputed boundary cases is seldom all one way." Starvish, 115 N.H. at 602 (citation omitted).

That a number of later deeds reference the Town/County line as the proper boundary does not alter this result. The deeds transferring the Beckman property could not convey title to the disputed tract because the grantors of those deeds did not own it. 17 C. Szypszak, New Hampshire Practice: Real Estate § 5.07, at 112 (2003) ("A deed can only convey the property to which the grantor has title."); see Sanborn v. French, 22 N.H. 246, 250 (1850) ("The plaintiff had no title, or color, or pretence of title in the land, and in fact conveyed nothing whatever by his deed."). Additionally, although some of the later deeds transferring the Faretra property drop the reference to the land of Fox, the deeds' references to the Town/County line are based upon the mistaken description contained in the 1939 deed.

For these reasons, the court finds that the Faretras have met their burden to establish that they have a better claim of title to the disputed tract than Mrs. Beckman. Accordingly, the court finds in favor of the Faretras as to Mrs. Beckman's quiet title claim and as to their own quiet title counterclaim. Title in the disputed tract is quieted in the Faretras as against Mrs. Beckman.

II. Mrs. Beckman's Slander of Title Claim

The court next considers Mrs. Beckman's slander of title claim, which is premised upon the preparation and recording of both the Vincent Survey the Faretras 1996 quitclaim deed. (Compl. ¶¶ 14.)

As the New Hampshire Supreme Court has articulated, "[s]lander of title is a tort protecting a person's property interest from a publication of a slanderous statement disparaging the person's title." Mandiram v. G & G, LLC, N.H. Sup. Ct. No. 2007-0572, 2008 WL 11258709, at *2 (July 8, 2008) (brackets omitted) (non-precedential order). To prevail on a claim for slander of title, the plaintiff must prove, among other things, the falsity of the publication. 50 Am. Jur. 2d Libel and Slander § 530 (WEST 2016). A plaintiff must also show "that the defendant acted maliciously in publishing the words in question." Mullen v. Pub. Serv. Co. of New Hampshire, N.H. Sup. Ct. No. 2014-0797, 2015 WL 11071989, at *3 (July 16, 2015) (quoting 50 Am. Jur. 2d Libel and Slander § 544 (WEST 2016)) (ellipsis omitted) (non-precedential order). In this context, "malice" is "an intention to vex, injure, or annoy." Id.; Wilko of Nashua, Inc. v. TAP Realty, Inc., 117 N.H. 843, 848 (1977).

In defense of the slander of title claim, Vincent and the Faretras argue, among other things,[23] that: (1) the evidence before the court does not support a determination that the Vincent Survey or the 1996 quitclaim deed were false; and (2) the evidence before the court does not support a determination that Vincent or the Faretras acted maliciously. (Defs. Faretras' Closing Arg. and Post-Tr. Mem. ¶¶ 3–8; Def. Vincent's Post-Tr. Mem. ¶¶ 38–64.)

Since the court finds that neither the Vincent Survey nor the 1996 quitclaim deed were false, it need not decide the issue of malice. The Vincent Survey and the 1996 quitclaim deed

[23] Vincent and the Faretras also argue that Mrs. Beckman's slander of title claim is barred by the statute of limitations. See RSA 508:4 (2010). For the purposes of this order, the court assumes without deciding that Mrs. Beckman's slander of title claim is not time-barred.

both represent that the disputed tract is part of the Faretra property. (Pl.'s Ex. 11; Defs.' Ex. V-23.) As discussed above, Mrs. Beckman has failed to establish that it is not. Because Mrs. Beckman has failed to establish the falsity of the publications at issue, her slander of title claim must fail. See 50 Am. Jur. 2d Libel and Slander § 535 (WEST 2016) ("If the alleged defamatory matter is true, an action will not lie even where there is an intent to injure.").

Accordingly, the court finds in favor of Vincent and the Faretras on Mrs. Beckman's slander of title claim.

III. Vincent's Requests for Attorney's Fees and Mrs. Beckman's Request for Attorney's Fees and Sanctions

The court next addresses Vincent's request for attorney's fees and Mrs. Beckman's request for attorney's fees and sanctions in turn.

Vincent seeks a common law award of attorney's fees on the basis that Mrs. Beckman acted in bad faith. Generally, each party to litigation must pay that party's own attorney's fees. See, e.g., Bedard v. Town of Alexandria, 159 N.H. 740, 744 (2010). However, the New Hampshire Supreme Court has recognized certain exceptions to this rule, including an exception for bad faith litigation. Id. Under this exception, attorney's fees may be awarded "where litigation is instituted or unnecessarily prolonged through a party's oppressive, vexatious, arbitrary, capricious, or bad faith conduct" or "where a party must litigate against an opponent whose position is patently unreasonable." LaMontagne Builders, Inc. v. Brooks, 154 N.H. 252, 259, (2006) (quotation omitted); see Glick v. Naess, 143 N.H. 172, 175 (1998) ("A claim is patently unreasonable when it is commenced, prolonged, required or defended without any reasonable basis in the facts provable by evidence, or any reasonable claim in the law as it is, or as it might arguably be held to be.").

Based on the evidence presented at trial, the court finds that Mrs. Beckman did not

engage in bad faith litigation or assert a position that was patently unreasonable. Cf. Glick, 143 N.H. at 176–77 (upholding award of attorney's fees where defendant's position had no basis in fact). Although the court found against her as to each of her claims, her claims, motions, objections, or other pleadings clearly were not filed in the kind of bad faith as would warrant a deviation from the general rule providing that each party to litigation bears that party's own attorney's fees and expenses. See Maguire v. Merrimack Mut. Ins. Co., 133 N.H. 51, 56 (1990) (trial court's award of attorney's fees is discretionary). Accordingly, Vincent's request for attorney's fees is DENIED.

Mrs. Beckman seeks an award of attorney's fees and sanctions pursuant to RSA 507:15 (2010). This provision permits the court to award attorney's fees and sanctions "[i]f . . . it clearly appears to the court that the action or defense is frivolous or intended to harass or intimidate the prevailing party . . . ." Id. Mrs. Beckman argues that a number of filings and other actions taken by Vincent or the Faretras were frivolous. (Pl.'s Req. Findings of Fact and Rulings of Law 4–6.) Upon review of the parties' arguments and the pleadings and records before the court, the court finds that Mrs. Beckman has failed to identify an "action or defense [that] is frivolous or intended to harass or intimidate the prevailing party . . . ." RSA 507:15. Indeed, the court found in favor of the defendants as to each of Mrs. Beckman's claims. Accordingly, her request for attorney's fees and sanctions is DENIED.

CONCLUSION

For the foregoing reasons, the court finds in favor of the Faretras on Mrs. Beckman's quiet title claim, finds in favor of the Faretras on their quiet title counterclaim, and finds in favor of the defendants on Mrs. Beckman's slander of title claim. Title to the disputed tract is quieted

in the Faretras as against Mrs. Beckman. The parties' competing requests for fees and sanctions are DENIED.[24]

So Ordered.

August 6, 2016

Mark E. Howard
Presiding Justice

[24] Additionally, some of the parties have submitted requests for findings of fact and rulings of law. The court's findings and rulings are set forth in narrative form in this order. See Harrington v. Town of Warner, 152 N.H. 74, 86 (2005); Geiss v. Borassa, 140 N.H. 629, 632–33 (1996). Insofar as the parties' requests for findings and rulings are consistent with this order, they are granted; otherwise, they are denied or determined to be unnecessary.